RECORDING REQUESTED BY

When Recorded Mail To:

DIRECTORS MORTGAGE LOAN

CORPORATION P.O. BOX 12012

RIVERSIDE, CA 92502-2212

LOAN NUMBER: 06020564 MED

MTC 30595-HF SPACE ABOVE THIS LINE FOR RECORDER'S USE

VA CASE NUMBER LHG 243569

TRUST DEED

OREGON

VA Form 26-6335c (Home Loan) Dec. 1976 Revised. Use Optional Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association. (Amended May, 1989) NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT. The attached RIDER is made a part of this instrument.

THIS TRUST DEED, made this

25TH

AUGUST day of

, 1993

between

MITCHELL E. BELL AND LEANN R. BELL. HUSBAND AND WIFE

as Grantor,

FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON AN OREGON CORP.

as Trustee, and

DIRECTORS MORTGAGE LOAN CORPORATION A CALIFORNIA CORPORATION

, as Beneficiary.

OF SALE, the property in

KLAMATH FALLS

WITNESSETH: Grantor irrevocably GRANTS, BARGAINS, SELLS, and CONVEYS, to TRUSTEE IN TRUST, WITH POWER

County, Oregon, described as:

LOT 10 IN BLOCK 2 OF CASA MANANA, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

> **MAILING ADDRESS:** 5717 ALVA AVENUE KLAMATH FALLS, OR 97603

which has the address of: 5717 ALVA AVENUE KLAMATH FALLS.

OREGON 97603 -

(Property Address)

which said described real property is not currently being used for agricultural, timber or grazing purposes, together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power, and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits; and all fixtures now or hereafter attached to or used in connection with said real estate, and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

NONE

FOR THE PURPOSE OF SECURING PERFOMANCE of each agreement of Grantor herein contained and payment of the sum of SEVENTY THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND NO!100

(\$70.875.00), with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor, the final payment of principal and interest thereof, if not sooner paid, to be due and payable on the first day of SEPTEMBER 01, 2023 SEPTEMBER

- 1. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such
- 2. Grantor agrees to pay to Beneficiary as trustee (under the terms of this trust as hereinafter stated) in addition to the monthly payments of principal and interest payable under the terms of said note, on the first day of each month until said note is fully paid, the following sums:
 - An installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered An installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this Trust Deed; and an installment of the premium or premiums that will become due and payable to renew the insurance on the premises covered hereby against loss by fire or such other hazard as may be required by Beneficiary in amounts and in a company or companies satisfactory to Beneficiary; Grantor agreeing to deliver promptly to Beneficiary all bills and notices therefor. Such installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by Beneficiary, and of which Grantor is notified) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. Beneficiary shall hold such monthly payments in trust to pay such ground rents. premium or premiums, and taxes and special assessments before the same become delinquent. trust to pay such ground rents, premium or premiums, and taxes and special assessments before the same become delinquent.
 - The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated: **(b)**

ground rents, taxes, special assessments, fire and other hazard insurance premiums;

interest on the note secured hereby;

amortization of the principal of said note. (III)

Any deficiency in the amount of any such aggregate monthly payment shall, unless paid prior to the due date of the next such payment,

- 3. If the total of the payments made under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by Beneficiary 3. If the total of the payments made under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by Beneficiary as trustee for ground rents, taxes or assessments, or insurance premiums, as the case may be, such excess may be released, applied any indebtedness secured hereby, or be credited by Beneficiary as trustee on subsequent payments to be made by Grantor for such Grantor shall pay to Beneficiary as trustee any amount necessary to make up the deficiency within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time Grantor shall tender to Beneficiary, in accordance with the provisions hereof, full payment of the entire indebtedness secured hereby, Beneficiary as trustee shall, in computing the amount of the indebtedness, credit to the account of Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Trust Deed and thereafter a sale of the premises in accordance with the provisions hereof, or if the Beneficiary acquires the property otherwise after default, Beneficiary as trustee shall apply, at the time of the paragraph 2 nereol. If there shall be a default under any of the provisions of this flow land and a little and a little provisions hereof, or if the Beneficiary acquires the property otherwise after default. Beneficiary as trustee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise accounted, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on said note.
- 4. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than lifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

To Protect the Security of This Trust Deed, Grantor Agrees:

- 5. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.
- 6. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged, or destroyed thereon, and pay when due all costs incurred therefor, and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property. Grantor further agrees:
- (a) to commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and
- (b) to allow Beneficiary to inspect said property at all times during construction. The Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts
 - 7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property.
- 8. To provide and maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the 8. To provide and maintain nazard insurance, of such type or types and amounts as beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has heretofore been made under (a) of paragraph 2 hereof, to pay promptly when due any premiums therefor; and to deliver all premiums therefor; and to deliver all policies with loss payable to Beneficiary, which delivery shall constitute an assignment to Beneficiary of all return premiums. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine or at option of Reneficiary, the entire amount so collected or any part thereof, may be released to Grantor. Such application or release determine, or at option of Beneficiary, the entire amount so collected, or any part thereof, may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- 9. To keep said premises free from mechanics' liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to Beneficiary; should the Grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by therefor to Beneficiary; should the Grantor fail to make payment of any taxes, assessments, insurance premiums, nens or outer energies payable by Grantor, either by direct payment or by providing Beneficiary with funds with which to make such payment, Beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 10 and 11 of this Trust Deed, shall be added to and become a part of the debt secured by this Trust Deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well such payment of the obligation herein described, and all such payments. arising from oreach of any of the covenants nereof and for such payments, with innerest as anoresard, the property nereinbefore described, as well as the Grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the Beneficiary, render all sums secured by this Trust Deed immediately due and payable and constitute a breach of this Trust Deed.
- 10. To pay all costs, fees and expenses of this trust, including the cost of title search as well as the other costs and expenses of the Trustee incurred in connection with or in enforcing this obligation, and trustees and attorney's fees actually incurred.
- 11. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary, or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum to be fixed by the Court, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Trust Deed.
- 12. To pay at least (10) days before delinquency all assessments upon water company stock, and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all reasonable costs, fees, and expenses of this Trust.
- 13. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do 13. Should Grantor tail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof Beneficiary or Trustee being authorized to enter upon the property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof, or the rights or or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts are reasonably necessary therefor, including cost of evidence of title, and reasonable counsel feet.
- 14. To pay within (30) days after demand all sums properly expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate provided for in the principal indebtedness, and the repayment thereof shall be secured hereby.
- 15. Grantor agrees to do all acts and make all payments required of Grantor and of the owner of the property to make said note and this Trust Deed eligible for guaranty or insurance under the provisions of Chapter 37, Title 38, United States Code, and agrees not to do, or cause or suffer to be done, any act which will void such guaranty or insurance during the existence of this Trust Deed.

- 16. Should the property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceedings, or to make any including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Republication, when may affect the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Republication, when may affect the proceeding to the property are hereby assigned to Republication, when may affect the proceeding the proceeding to the proceeding the proceeding the proceeding to the proceeding the proceed compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may after restoration of the damaged premises or to the reduction of the indebtedness. Grantor agrees to execute such further assignments of any compensation, award, damage, and right of action and proceeds as Beneficiary or Trustee may require.
- 17. That upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced 17. That upon the request of the beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance same and tor any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the Beneficiary and Grantor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable (30) days after demand by the Beneficiary. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.
- 18. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- 19. That the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.
- 20. Should proceedings be instituted to register title of said property under any Land Title Law, Grantor will pay upon demand all sums expended by Trustee or Beneficiary, including reasonable attorney's fees, and forthwith deliver to Beneficiary all evidence of title.
- expended by Irustee or Beneficiary, including reasonable attorney's fees, and forthwith deliver to Beneficiary all evidence of title.

 21. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The Grantee in any reconveyance may be described as the "person or persons legally entitled services mentioned in this paragraph shall be \$5.

 22. As additional security Granter hereby assigns to Beneficiary during the continuance of these trusts all repts issues royalties and
- 22. As additional security, Grantor hereby assigns to Beneficiary during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Deed and of any personal property located thereon. Until Grantor shall default in the payment of any royalties, and profits earned prior to default as they become due and payable, save and excepting rents, issues, royalties, and profits arising such moneys shall cease and Beneficiary shall have the right to collect all such rents, issues, or accruing by reason of any oil, gas, or mineral lease of said property. If Grantor shall default as aforesaid, Grantor's right to collect any of rovalities, issues, and profits. Failure or discontinuance of Beneficiary at any time, or from time to time to collect any such moneys shall not in such moneys snail cease and Beneficiary snail nave the right, with or without taking possession of the property affected nereby, to collect all rents, royalities, issues, and profits. Failure or discontinuance of Beneficiary at any time, or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing herein contained subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option, nor an assumption of liability under, nor a
- 23. Upon any default by Grantor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be said property or any part thereof, in its own name, sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, hereby, and in such order as Beneficiary may determine
- 24. The entering upon and taking possession of said property, the collection of such rents, issues, and profits or the proceeds of fire and 24. The entering upon and taking possession of said property, the confection of such rents, issues, and profits or the proceeds of three and other insurance policies, or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- 25. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder. Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default and election to sell the trust this Deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon the Trustee shall fix the time and place of sale and give notice thereof as then required by law
- 26. If after default and prior to the time and date set by the Trustee for the Trustee's sale, the Grantor or other person so privileged by ORS 86.760 pays the entire amount then due under the terms of this Trust Deed and the obligation secured thereby, other than such portion of the principal as would not then be due had no default occurred, the Grantor or other person making such payment shall also pay to the Beneficiary secured the principal as would not then be due had no default occurred, the Grantor or other person making such payment shall also pay to the Beneficiary secured to the obligation, including Trustee's and attorney's
- 27. After the lapse of such time as may then be required by law following the recordation of said notice of default and the giving of said 27. After the tapse of such time as may then be required by taw tonowing the recordation of said notice of default and the giving of said and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or person excluding the Trustee, but including the Grantor and Beneficiary, may purshase at the sale.
- 28. When Trustee sells pursuant to the powers provided herein, Trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including a reasonable charge by the Trustee; (2) to the obligation secured by this Trust Deed; (3) to all persons having recorded liens to the Grantor or to his/her successor in interest entitled to such surplus.
- 29. For any reason permitted by law Beneficiary may from time to time appoint a successor or successors to any Trustee named herein or to any successor Trustee appointed hereunder. Upon such appointment, and without conveyance to the successor Trustee, the latter shall be vested with all title, powers and duties conferred upon any Trustee herein named or appointed hereunder. Each such appointment and substitution shall be and the, powers and duties conterred upon any rousiee nerem named or appointed nereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Trust Deed and its place of record, which, when recorded in the office of the County Clerk or Recorder of the county or counties in which the property is situated, shall be conculsive proof of proper appointment
- 30. (a) The waiver by Trustee or Beneficiary of any default of Grantor under this Trust Deed shall not be or be deemed to be a waiver of any other or similar defaults subsequently occurring.
- (b) The pleading of any statute of limitations as a defense to any or all obligations secured by this Trust Deed is hereby waived, to the full
- 31. (a) In addition to any of the powers or remedies conferred upon the Trustee and the Beneficiary or either of them under this instrument, the Trustee and Beneficiary jointly, or either, may bring an action in the proper court for the foreclosure of this instrument as a mortgage, upon default, and upon proper proof obtain all the remedies in such action that are given by any statute or other law of the State of
 - (b) No power or remedy herein conferred is exclusive of, or shall prejudice any power or remedy of Trustee or Beneficiary.
- (c) The exercise of any power or remedy on one or more occasions shall not exclude the future exercise thereof from time to time upon the conditions prescribed herein or by operation of law.
- 32. If a final decree in favor of plaintiff is entered in a suit brought to forcelose this Trust Deed, it may include a reasonable attorney fee as provided in the note secured hereby, but not in excess of the amount actually paid or unconditionally incurred by the proper plaintiffs.

22036

33. This Trust Deed shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors, and assigns of the parties hereto. All obligations of the Grantor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including pledgees of the indebtedness secured hereby, whether or not named as Beneficiary herein, and whether by operation of law or otherwise. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

34. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party, unless brought by Trustee.

35. If the indebtedness secured hereby he guaranteed or insured under Title 38. United States Code, such Title and Beaulations in each proceeding in the process of the parties have the process of the party and process of the party and provided by the the party and provided b

35. If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said. Title and Regulations are hereby amended to conform

IN WITNESS WHEREOF, said Grantor has hereunto set his/he	er hand and seal the day and year first above written.
	MITCHELL E, BELL (Seal)
	LEANN R. BELL (Seal)
	(Scal
	(Seal
STATE OF OREGON, COUNTY OF Klaneath On this 29th day of august	SS: , 1993, before me, a Notary Public, personally appeared
MITCHELL E. BELL LEANN R. BELL	
	하는 하는 것으로 보이네요. 그는 이 노르겠다.
the signers of the within instrument, who duly acknowledged to me	that he/she/they executed the same.
OFFICIAL SEAL HELEN M. FINK NOTARY PUBLIC OREGON NOTARY PUBLIC OFFICE	Notary Public My Commission Expires: 4/30/96
NOTARY PUBLIC COMMISSION NO. 014766 MY COMMISSION EXPIRES APR. 20, 1996	Notary Public
	My Commission Expires: 4/30/94
	and the communication of t The communication of the
REQUEST FOR	FULL RECONVEYANCE
To be used only wi	hen obligations have been paid.
The undersigned is the legal owner and holder of all indebted Deed have been fully paid and satisfied. You are hereby directed, Deed or pursuant to statute, to cancel all evidences of indebtedness	rustee. ness secured by the foregoing Trust Deed. All sums secured by said Trust on payment to you of any sums owing to you under the terms of said Trust secured by said Trust Deed (which are delivered to you herewith together will sedesignated by the terms of said Trust Deed the estate now held by you under
Mail reconveyance and documents to	진 폭격 회원 경험을 하는 이 이 이 있다는 말.
Dated , 19	
	그 왕석도 말했다. 하는 학 등록스로만
	Danielini,
	Beneficiary.

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS ASSUMPTION POLICY RIDER is made this 25TH day of AUGUST , 1993 and is incorporated into and shall be deemed to amend and supplement the Mortgage or Deed of Trust ("Security Instrument") of the same date herewith, given by the undersigned ("Borrower") to secure Borrower's Note ("Note") of the same date to A CALIFORNIA CORPORATION

its successors and assigns ("Lender") and covering the property described in the Deed and located at:

5717 ALVA AVENUE, KLAMATH FALLS, OR 97603

(Property Address)

Notwithstanding anything to the contrary set forth in the Security Instrument, Lender and Borrower hereby acknowledge and agree to the following:

TRANSFER OF THE PROPERTY: If all or any part of the Property or any interest in it is sold or transferred, this loan may be declared immediately due and payable upon transfer ("assumption") of the property securing such loan to any transferee ("assumer"), unless the acceptability of the assumption and transfer of this loan is established by the Department of Veterans Affairs or its authorized agent pursuant to section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth

- (a) ASSUMPTION FUNDING FEE: A fee equal to one-half of one percent (.50%) of the unpaid principal balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the Lender or its authorized agent, constitute an additional debt to that already due under the Note and secured by the Security Instrument, shall bear interest at the rate herein provided, and, at the option of the Lender of the indebtedness due under the Note and secured by the Security Instrument, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 1829 (b).
- (b) ASSUMPTION PROCESSING CHARGE: Upon application for approval to allow assumption and transfer of this loan, a processing fee may be charged by the Lender or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which section 3714 of Chapter 37, Title 38, United States Code applies or any maximum prescribed by applicable state law.
- (c) <u>ASSUMPTION INDEMNITY LIABILITY</u>: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Borrower(s) has executed this Assumption Policy Rider.

MITCHELL E. BELL	(Scal) Borrower	EANN R. BELL R.	Rell (Scal) Borrower
Loan No.: 06020564 MED LHG-No.: LHG 243569	Borrower -	STATE OF OREGON, County of Klamath Filed for record at requ	SS.
		Mountain Ti on this 31 da at 11:39 o in Vol. M93 Evelyn Biehn By	tle Co y of Aug A.D., 19 93 clock A M. and duly recorded of Mortgages Page 22033 County Clerk
	ORIGINA	AL Fee, 30.00	Deputy.