When recorded mail to:

Vol. mg3 Page 25490

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

ASPEN #01040475

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LOAN NO.: 06020887 MED

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on CHARLES B. BARAT AND LINDA S. BARAT,

SEPTEMBER 17, 1993

, The granten is

HUSBAND AND WIFE

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

("Trustee").

("Borrower").

The beneficiary is DIRECTORS MORTGAGE LOAN CORPORATION A CALIFORNIA CORPORATION

which is organized and existing under the laws of CALIFORNIA

, and whose address in

1595 SPRUCE STREET RIVERSIDE, CA 92507

("Lender").

Borrower owes Lender the principal sum of NINETY-TWO THOUSAND AND NO/100

Dollars (U.S. \$92,000.00

). 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 the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of the debt evidenced by advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and trust, with power of sale, the following described property located in **RLAMATH**

County, Oregon:

LOT 6, BLOCK 2, FIRST ADDITION TO MOYINA, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

> MAILING ADDRESS: 1107 CARLSON DRIVE KLAMATH FALLS, OR 97603

which has the address of

1107 CARLSON DRIVE KLAMATH FALLS.

OREGON 97603 -("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, 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 - Famile Mac/Freddle Mac UNIFORM INSTRUMENT Page 1 of 5

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

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.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Leader. Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including

basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are piedged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held

payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 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 which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these 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 makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions 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 insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or 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 unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of pade premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender is security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay the sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application

6. 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 within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless 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 circumstances exist which are beyond Borrower's control. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. 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 not merge unless Lender agrees to the merger in writing. in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this bankruptcy, probate, for condemnation or forceiture or to ensure laws or regulations), then Lender may do and pay for whatever on the Property to make repairs. Although Lender is rights in the Property. Lender may do and pay for whatever on the Property to make repairs. Although Lender may take action under this paragraph? Lender is actions may melude paying any sums disbursement at the Note rate and Lender agree to other terms of payment, these amounts shall bear interest from the date of

- 8. Mortgage lasurance. 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 insurance previously in effect, mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower shall pay the premiums required to obtain coverage insurance previously in effect, from an alternate mortgage insurance substantially equivalent to the cost to Borrower then the insurance previously by Lender. If substantially equivalent mortgage insurance premium being paid by Borrower when the insurance cach month a sum equal to one-twelfth of the yearly mortgage of Lender, if mortgage insurance coverage insurance. Loss receive again becomes available and is obtained. Borrower shall pay the premiums required to be in effect. Lender will accept, use and or to provide a loss reserve, until the requirement for mortgage msurance ends in accordance with any written agreement between 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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any be paid to Lender.

In the event of a total taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall

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 whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market ansurument immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction:

Secured immediately before the taking, divided by (b) the fair market value of the property in which the fair market value of the property in the sums secured by this Security immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking. Any of the Property in strument 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 and Lender withing, 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.

Extension of the time for payment or modification of

- 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 of Borrower shall not be required to refer the sums 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 of someone modify amortization of the sums for bearance 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. Execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's Instrument but does not Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the init; and (b) any sums already collected from Borrower which exceeded by the amount necessary to reduce the charge to the permitted inits will be refunded to 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 address Borrower designates by notice to Lender. Any notice to Lender shall be given by delivering it or by mailing it by deemed to have been given to Borrower. Any notice to Borrower. Any notice provided for in this Security Instrument shall be given by first class mail to Lender's address stated to have been given to Borrower 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 the conflicting provision. To this end the provisions of this Security Instrument or the Note which can be given effect without 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 prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Jecurity Instrument in Lender stall give Borrower notice of acceleration. The notice shall previde a period of not Instrument without further notice or demand on Borrower must pay all sums secured by this Security Instrument, 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) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower. (a) pays Lender all sums which then covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under 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 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 Lean Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any lazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that 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 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 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 environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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

21. 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 law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence. If Lender invokes the power of sale, Lender shall excute or cause the Property to be sold, and shall cause notice to be recorded in by applicable law to Borrower and to the other persons prescribed by applicable law. After the time required by applicable law, 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 by public announcement at the time and place of any previously scheduled Trustee's deed shall be prima facie evidence of the truth of the statements made imited to, reasonable Tru

- 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. Leader 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.
- 24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

Security Instrument, the covenants and covenants and agreements of this Securi [Check applicable box(es)]	rument. If one or more riders are executed agreements of each such rider shall be incorporate in the rider(s) were a part of the	by Borrower and recorded together with the prated into and shall amend and supplement the its Security Instrument.
Adjustable Rate Rider	Condominium Rider	1 - 4 Family Rider

☐ Adjustable Rate Rider ☐ Condom	inium Rider D 1 - 4 Family Rider
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	The state of the s
Other(s) [specify]	Toverneut Rider

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.

		1001	
Witnesses:		CHARLES B. BARAT	-Borrower
	<u></u>	Junda S. Barat	(Carl
하는 사람들이 함께 되었다. 사람들은 사람들은 사람들은 사람들이 되었다.	A service of the serv	LINDA S. BARAT	-Borrower
고려졌다고 하는데 되는 학자를			(5-02)
			-Borrower
			/6°
문화하다. 아이 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그			(Sea
LOAN NO.: 06020887 MED			
STATE OF OREGON	Klamath	County ss:	
On this 27th day of	September	, 19 93 , personally appear	red the above named
	AT and LINDA S. BA	RAT	and acknowledged
the foregoing instrument to be their			and acknowing of
(Official Seal)		Before me:	
My Commission expires: 3/22/97		Warlone Y. Ad	direton)
	생화 그렇게 하고 있다는 한다. 회원(원) 생생한 아이들 사람들이	Notary Public for Oregon	J.
OFFICIAL SEAL			
MARLENE T. ADDINGTON NOTARY PUBLIC - OREGON			
COMMISSION NO. 022238		· · · · · · · · · · · · · · · · · · ·	
	REQUEST FOR I	RECONVEYANCE	
TO TRUSTEE: The undersigned is the holder of the	e note or notes secured by	this Deed of Trust. Said note or notes, toge	ther with all other
indehtedness secured by this Deed of	Trust, have been paid in fu	ill. You are hereby directed to cancel said not nout warranty, all the estate now held by you	e or notes and this
Trust to the person or persons legally	entitled thereto.	nge wanterly, at the oscionor have by your	
Dated:			
Dated:			
STATE OF OREGON: COUNTY OF	KLAMATH: SS.	w .	
			ر المراقب المراقب
Filed for record at request of A.D., 19		o'clock A.M., and duly recorded in Vo	ol. <u>M93</u>
of	Mortgages	on Page 234YU	
IFEE \$30.00		Evelyn Biehn County Clerk By Occident Mich	adric.
PEE \$30.00			
그리다 중요한 사람이 나는 사람이 하는 사람이 되었다.			