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

Aspen T. He #01040607

LOAN NO.: 06370449 MED

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on THOMAS L. PETTERSON AND SUSAN K. PETTERSON,

**OCTOBER** 

26, 1993

, The grantor is

HUSBAND AND WIFE

("Borrower").

The trustee is

FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON AN OREGON CORP.

("Trustee").

The beneficiary is DIRECTORS MORTGAGE LOAN CORPORATION

A CALIFORNIA CORPORATION

which is organized and existing under the laws of

CALIFORNIA

1595 SPRUCE STREET

, and whose address is

RIVERSIDE, CA 92507

("Lender").

Borrower owes Lender the principal sum of FIFTY-ONE THOUSAND FIVE HUNDRED AND NO/100

Dollars (U.S. \$51,500.00

). 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; (a) the repayment of the debt evidenced by advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the payment of all other sums, with interest, 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 53, BLOCK 3, TRACT NO. 1064, FIRST ADDITION TO GATEWOOD, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

> MAILING ADDRESS: 17441 POPE ROAD MERRILL, OR 97633

which has the address of

5132 ANKENY STREET KLAMATH FALLS,

OREGON ("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 - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Page 1 of 5

DOCMASTERS 4/92 DMOR1C003

- 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 Lender, Borrower shall pay to Lender assessments which may attain priority over this Security Instrument as a lieu on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly lood insurance premiums, if any; (e) yearly hazard or property insurance premiums; (d) yearly lood insurance premiums, if any; (e) paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, collect and hold Funds in an amount not to exceed the lesser amount. If so, Lender may, at any require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account or verifying the Escrow Items, Items, unless Lender pays Borrower interest on the Funds, annually analyzing the escrow account or verifying the Escrow Items, Items, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, showing credits and debits to the Funds and applicable law permits Lender to make such a charge. However, Lender this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, additional security for all sums secured by this Security Instrumen

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 Lender the amount necessary to make up the deficiency. Borrower in writing, and, in such case Borrower shall pay to payments, at Lender's sole discretion.

[Inon payment in full of all sums secured by this Security Version and the funds held by Lender at any time is not 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 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 I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 1; third, 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 person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower Borrower shall promptly furnish to Lender receipts evidencing the payments. 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, 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

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 maintained in the amounts and for the periods that Lender unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's approval which shall not be protect Lender's rights in the Property in accordance with paragraph?

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall premiums and renewal notices. In the event of loss, Borrower shall give promptly give to Lender all receipts of paid 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 of the repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay the sums secured by this Security Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property acquired by Lender, Borrower's right to any insurance olicies and proceeds resulting from damage to the Property acquired by Lender.

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 occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating Property to deteriorate, or commit waste on the Property. Borrower shall not destroy, damage or impair the Property, allow the civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture action or proceeding, whether the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided precludes forfeiture of the Borrower's interest in the Property or other material impairment of the Ilen created by this Security interest. Borrower shall also be in default if Borrower, during the loan application process, gave connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the 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, 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 on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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.

- 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 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 premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by 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, 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 linstrument immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security secured 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 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 or unless applicable law otherwise provides, the proceeds shall be applied to the sums 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.

Security Instrument, whether or not men 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 amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums 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 Borrower's covenants and agreements shall be joint and several. Any 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 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 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 permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; 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. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not 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) entry of 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 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 continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully 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 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
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any 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.

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 20, "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 less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the 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 further inform Borrower of the right to reinstate after acceleration and 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 payment in full of all sums secured by this Security Instrument without further demand and 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause 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, 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 T

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

25. Riders to this	Sacrimity Incharmant			요즘 항상 등학자 가라 가는 것이 다.	
Consider To-	Security Instrument.	i one or more riders ar	e executed by Born	wer and recorded	together with this
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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.

Witnesses:	Thomas Pithing	
	THOMAS L. PETTERSON	(Sea -Borrower
	- S III	2
	SUSAN K. PETTERSON	(Sea) -Borrower
		(Seal
		-Borrower
		(Seal)
LOAN NO.: 06370449 MED		-Borrower
STATE OF OREGON	Klamath County ss:	
On this 3rd day of Novemb	, -> -> , personany appear	ed the above named
THOMAS L. PETTERSON and SU he foregoing instrument to be their volu	JSAN K. PETTERSON untary act and deed.	and acknowledged
Official Seal)	Before,∕nne)	
My Commission expires: 3/22/97	Warlene J. Alling Notary Public for Oregon	<u> </u>
OFFICIAL SEAL MARLENE T. ADDINGTON NOTARY PUBLIC - OREGON COMMISSION NO. 022238 MY COMMISSION EXPIRES MAR 22, 1997	/	
REQUE	ST FOR RECONVEYANCE	
TO TRUSTEE: The undersigned is the holder of the note or notes s indebtedness secured by this Deed of Trust, have been also be	secured by this Deed of Trust. Said note or notes, togeth paid in full. You are hereby directed to cancel said note of provey, without warranty, all the estate now held by you un	er with all other or notes and this der this Deed of
Dated:		
25 Section 2015 On the second Section 2015		

## 1 - 4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this THIS 1-4 FAMILY RIDER is made this 26TH day of OCTOBER, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

DIRECTORS MORTGAGE LOAN CORPORATION, A CALIFORNIA CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

KLAMATH FALLS, OR 97603

[Property Address]

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property the "Property".
- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which hazard insurance is required by Uniform Covenant 5.
  - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in forth in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set
- G. ASSIGNMENT OF LEASES. Upon Lender's request, after default Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

  H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to each tenant of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice of the tenant(s) that the Rents are to be paid to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to collected by Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collecting the Rents, including, but not limited to, autorneys' fees, receiver's fees, premiums on receiver's bonds, repair and the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Property and collect the Rents and profits derived from the Property without any showing as to the imadequacy of the Property and of

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed any other right or remedy of Lender. This assignment of Rents of the Property shall not cure or waive any default or invalidate Security Instrument are paid in full.

Reprover's default or breach under any note or agreement in which Lender has any

1. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider. MADIN THOMAS L. PETTERSON STATE OF OREGON: COUNTY OF KLAMATH: SUSAN K. PETTERSON Filed for record at request of of Aspen Title the 5tl
A.D., 19 93 at 9:46 O'clock A.M., and duly recorded in Vol. of Nov 5th Signification of the state of t Mortgages FEE \$35.00 Evelyn Biehn County Clerk By Queline Mulendere