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

LOAN NO.: 06370563 MED

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DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on DAVID J. MOONEY AND SHERI D. MOONEY;

**OCTOBER** 

28. 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

1595 SPRUCE STREET RIVERSIDE, CA 92507

and whose address is

("Lender").

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

Dollars (U.S. \$51,000.00 ). 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 DECEMBER 01, 2023 . This Security Instrument secures to Lender. (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of his Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in KLAMATH Country.

LOT 22, BLOCK 4, TRACT NO. 1087, FIRST ADDITION TO BANYON PARK, COUNTY OF KLAMATH, STATE OF OREGON.

> MAILING ADDRESS: 4713 HOPE STREET KLAMATH FALLS, OR 97603

which has the address of

**4713 HOPE STREET** KLAMATH FALLS,

OREGON 97603 -("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

OREGON-Single Family - Fannle Mae/Freddle Mac UNIFORM INSTRUMENT Form 3038 9/90

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 lien on the Property; (b) yearly lasehold payments or ground yearly mortgage insurance premiums, if any; (c) yearly hazard or property insurance premiums; (d) yearly lood insurance premiums or ground yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may 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 tassis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items, Items, unless Lender pays Borrower for holding and applying the Funds, annually analyzing the escrow account or verifying the Escrow Items, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires in the Funds to pay the Escrow Items. Items, unless Lender pays Borrower interest on the Funds, annually analyzing the escrow account or verifying the Escrow Items, 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 and the purpose for which each debit to the Funds was made. The Funds are pledged as If the Funds held by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Borrower for the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as

showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged 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 sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to payments, at Lender's sole discretion.

Ilnon 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, 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 all notices of amounts to be paid under this paragraph. If Borrower Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in or defends against enforcement of the lien in, legal proceedings which in the Lender; (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, 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 insurance against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or 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 7.

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 prompt notice to the insurance carrier and Lender. Lender Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or by this Security 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 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. The 30-day period will begin when the notice is given.

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 to principal shall not extend or postpone the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds to principal shall not extend or postpone the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds to princi

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 of the Property or otherwise materially impair in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, 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 lien 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 in writing.

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 is necessary to protect the value of the Property and Lender's rights in the Property. 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 insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance previously in effect, if mortgage insurance as a loss reserve in lieu of mortgage insurance. Loss reserve payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

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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 value of the Property 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 agree in writing 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.

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

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of operate to release the liability of the original Borrower or Borrower's successors in interest 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 Instrument 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 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 continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully 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 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 law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to

Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to notifical 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 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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or nazardous 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 protection means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or

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 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 payment in full of all sums secured by this Security Instrument without further default or any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the If Lender invokes the power of sale. Lender shall be entitled to collect all expenses incurred in pursuing the If Lender invokes the power of sale. Lender shall execute or cause Trustee to execute a written notice of the occurrence each county in which any part of the Property is located. Lender or Trustee to execute a written notice of the occurrence each county in which any part of the Property is located. Lender or Trustee to execute a written notice of the occurrence each county in which any part of the other persons prescribed 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 parcel of the Property at any sale. Lender or its designate may purchase the Property at any sale. Lender or its designate may purchase the Property at any sale. Lender or its designate may purchase the Property at any sale. Lender or its designate may purchase the Property at any sale. Lender or its designate may purchase the Property at any sale. Lender or its designate may purchase the Property at any sale. Lender or its designate may purchase the Pro

- 22. Reconveyance. Upon payment of all sums secured by this Security Instrument. Lender shall request Trustee to reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or
- 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. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

25. Riders to this Samuela T					
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BY SIGNING BELOW. Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any

Witnesses:	DAVID J. MOONEY
	Shere I Mooney
	-Bc
LOAN NO.: 06370563 MED	-Bor
STATE OF OREGON	71
On this 8th day of November  DAVID J. MOONEY and SHERI the foregoing instrument to be their volum (Official Seal)	County ss:  , 19 93, personally appeared the above name D. MOONEY  ntarry act and deed.  and acknowledged
My Commission expires: March 22, 1997	Before mer  Warlene Valling for  Notary Public for Oregon
OFFICIAL SEAL MARLENE T. ADDINGTON NOTARY PUBLIC • OREGON OMMISSION NO. 022238 MYCOMMISSION EXPIRES MAR 22, 1997	
The undersigned is the holder of the note or see	red by this Deed of Trust. Said note or notes, together with all other d in full. You are hereby directed to cancel said note or notes and this y without warranty, all the estate now held by you under this D.
Dated:	red by this Deed of Trust. Said note or notes, together with all other d in full. You are hereby directed to cancel said note or notes and this y, without warranty, all the estate now held by you under this Deed of
E OF OREGON: COUNTY OF KLAMATH: ss.  for record at request ofAspen	
A.D., 19 93 at 11:10	Title co  9 o'clock A.M., and duly recorded in Vol. M93  Evelyn Biehn County Clerk  By