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Space Above This Line For Recording Data] DEED OF TRUST ATC 4/1029

Loan No: 12018

THIS DEED OF TRUST ("Security Instrument") is made on January 11th. 1994 HARALD I. STORFJELL, , and MARIANNÉ J. STORFJELL.

. The grantor is

("Borrower"). The trustee is ASPEN TITLE & ESCROW, INC. 525 MAIN STREET, KLAMATH FALLS OR 97601

("Trustee"). The beneficiary is JACKSON COUNTY FEDERAL BANK, A FEDERAL SAVINGS BANK

which is organized and existing under the laws of the United States address is 1225 CRATER LAKE AVENUE SIXTT EIGHT THOUSAND AND 00/100

and whose

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("Lender"). Dorrower owes Lender the principal sum of

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 February 01st, 2009 Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Horrower'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 County, Oregon:

THE SE 1/4 SW 1/4 SW 1/4 SECTION 6. TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KLAMATH. CODE 7 MAP 3909-600 TL 1000 CODE 7 MAP 3909-600 TL 1000

which has the address of 2304 EMERALD STREET, KLAMATH FALLS Oregon 97601 ("I'roperty Address");

[Street, City],

[Zip Code] OREGON - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT @D-6R(OR)(9212) Form 3038 5/90

VMP MORTGAGE FORMS - (313)293-8100 - (800)521-Amended 5/91

Initials: HS N



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

fixtures now or hereafter a part of the property. All replacements and additions snau also be covered by una occurry instrument as the "Property."

All of the foregoing is referred to in this Security Instrument as the "Property."

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 will be property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will be property and that the Property is unencumbered. 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 uneacumbered, 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.

convey the Property and that the Property is uneacumbered, 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 time and non-uniform covenants with limited variations by invisdiction to constitute a uniform security instrument covering real property.

Variations by jurisdiction to constitute a uniform security instrument covering real property. Borrower shall promptly pay when due the

uniform by jurisdiction to constitute a uniform security instrument covering real propulations by jurisdiction to constitute a uniform security instrument covering real propulations of Covernants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges.

2. Borrower and Lender Covernants and Late Charges. 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 applicable law or to a written waiver by Lender, Borrower shall pay to 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to 2. Funds for Taxes and Insurance shall pay to 2. Funds for Taxes and Insurance shall pay to 2. Funds for Taxes and Insurance shall pay to 2. Funds for Taxes and Insurance shall pay to 2. Funds for Taxes and Insurance shall pay to 2. Funds for Taxes and Insurance shall pay to 2. Funds for Taxes and Insurance shall pay to 2. Funds for Taxes and Insur 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 major by I ender Roman.

Lender on the day monthly payments are due under the Note, until the Note is paid in tuil, 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 and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments are due under the Note, until the Note is paid in tuil, 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 are due under the Note, until the Note is paid in tuil, 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 are due under the Note, until the Note is paid in tuil, a sum ("Funds") for yearly leasehold payments and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments are due under the Note, until the Note is paid in tuil, a sum ("Funds") for yearly leasehold payments are due under the Note, until the Note is paid in tuil, a sum ("Funds") for yearly leasehold payments are due under the Note is paid in tuil, a sum ("Funds") for yearly leasehold payments. 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 hazard or property insurance premiums; to Lender, in accordance with the any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the any; (e) yearly mortgage insurance premiums. These items are called "Escrow Items, if any; (e) yearly mortgage insurance premiums, if any; (e) yearly mortgage insurance premiums. These items are called "Escrow Items, and (f) any sums payable by Borrower to Lender, in accordance with the any; (e) yearly mortgage insurance premiums, and (f) any sums payable by Borrower to Lender, in accordance with the any; (e) yearly mortgage insurance premiums, and (f) any sums payable by Borrower to Lender, in accordance with the any; (e) yearly mortgage insurance premiums, if any; (e) yearly mortgage insurance premiums, 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 the maximum amount a lender for a federally related to the payment of th Lender may, at any time, collect and noid runds 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 Sculement Procedures Act of 1974 as mortgage loan may require for Borrower's escrow account under the federal Real Estate Sculement Procedures Act of 1974 as mortgage loan may require for Borrower's escrow account under the federal Real Estate Sculement Procedures Act of 1974 as mortgage loan may require for Borrower's escrow account under the federal Real Estate Sculement Procedures Act of 1974 as mortgage loan may require for Borrower's escrow account under the federal Real Estate Sculement Procedures Act of 1974 as mortgage loan may require for Borrower's escrow account under the federal Real Estate Sculement Procedures Act of 1974 as mortgage loan may require for Borrower's escrow account under the federal Real Estate Sculement Procedures Act of 1974 as mortgage loan may require for Borrower's escrow account under the federal Real Estate Sculement Procedures and the federal Real Estate 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. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. It so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. It so, Lender may, at any time, collect and hold Funds in an amount of expenditures of future Escribe Items of estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escribe Items of otherwise in accordance with applicable law.

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 the Escrow Lender, if Lender is such an institution or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the escrow account, or verifying the funder, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the escrow account, or verifying the Funds, annually analyzing the escrow account, or verifying the Funds, annually analyzing the escrow account, or verifying the Funds, annually analyzing the escrow account, or verifying the Funds, annually analyzing the escrow account, or verifying the Funds, annually analyzing the escrow account, or verifying the Funds, annually analyzing the escrow account, or verifying the Funds, annually analyzing the escrow account, or verifying the Funds, annually analyzing the escrow account, or verifying the Funds, annually analyzing the escrow account, or verifying the Funds, annually analyzing the escrow account, or verifying the Funds, annually analyzing the escrow account, or verifying the Funds, annually analyzing the escrow account, or verifying the Funds, annually analyzing the escrow account, or verifying the Funds and applying the Funds and appl 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 However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting or applicable law However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting or applicable law Provides otherwise. Unless an agreement is made or applicable law Provides otherwise. Unless an agreement is made or applicable law Provides otherwise. Unless an agreement is made or applicable law Provides otherwise. Unless an agreement is made or applicable law Provides otherwise. Unless an agreement is made or applicable law Provides otherwise. Unless an agreement is made or applicable law Provides otherwise. Unless an agreement is made or applicable law Provides otherwise. Unless an agreement is made or applicable law Provides otherwise. Unless an agreement is made or applicable law Provides otherwise. Unless an agreement is made or applicable law Provides otherwise. Unless an agreement is made or applicable law Provides otherwise. Unless an agreement is made or applicable law Provides otherwise. Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law provides otherwise. Unless an agreement is made or applicable law provides otherwise. Unless an agreement is made or applicable law provides otherwise. Unless an agreement is made or applicable law provides otherwise. Unless an agreement is made or 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 to be paid, Lender shall not be required to pay Borrower any interest to be paid, Lender shall not be required to pay Borrower any interest to Borrower without charge an agreement is made or applicable law provides otherwise. 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, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an Lender may agree in writing, however, that interest shall be paid on the Funds and the purpose for which each debit to the Funds was annual accounting of the Funds, 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.

de. 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 it the Funds held by Lender at any time is excess Funds in accordance with the requirements of annicable law. If the amount of the Funds held by Lender at any time is excess Funds in accordance with the requirements of annicable law. annual accounting of the runds, showing credits and debits to the runds and the purpose for which made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by I credit all products are present to be held by a credit to be held by I credit all products are presented to be held by I credit all products are presented to be held by I credit all products are presented to be held by I credit all products are presented to be held by I credit all products are presented to be held by I credit all products are presented to be held by I credit all products are presented to be held by I credit all products are presented to be held by I credit all products are presented to be held by I credit all products are presented to be held by I credit all products are presented to be held by I credit all products are presented to be held by I credit all products are presented to be held by I credit all products are presented to be held by I credit all products are presented to be held by I credit all products are presented to be held by I credit all products are presented to be held by I credit all products are presented to be held by I credit all products are presented to be all presente 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 not sufficient to pay the Escrow Items when due, Lender may so notify Borrower shall make up the deficiency in no more than twelve to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency amountly payments, at Lender's sole discretion.

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

3. Application of Payments.

Unless applicable law provides otherwise, all payments received by Lender under paragraphs.

3. Application of Payments.

1. Application of Payments to any prenaument charges due under the Note: second to amounts payable under normalizable under paragraph.

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; and 2 shall be applied: first, to any prepayment charges due under the Note.

1 and 2 shall be applied: first, to any prepayment charges due under the Note.

1 and 2 shall be applied: first, to any prepayment charges due under the Note.

2 shall pay late charges due under the Note.

3 shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due; fourth, to principal due; and lass, assessments or ground rents, if any. Borrower shall pay to the which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay them on time directly to the which may attain priority over this Security Instrument, and leasehold payments of amounts to be paid under this paragraph. If which may attain priority over this Security Instrument, and leasehold payments of amounts to be paid under this paragraph. If the pay the pay them on time directly to the pay them on time directly to the pay the pay them on time directly to the pay the pay the pay them on time directly to the pay obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the paid under this paragraph. If the payment of the payment

rrower makes these payments directly, Borrower shall promptly turnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower. (a) agrees in Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower. (b) contests in good faith the lien in a manner accentable to Lender. (b) contests in good faith the lien in a manner accentable to Lender.

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 writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; opinion operate to prevent the writing to the payment of the lien in, legal proceedings which in the Lender's opinion operate to prevent the by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the security Instrument of the lien in, legal proceedings which in the Lender subordinating the lien in a magnement satisfactory to Lender subordinating the lien in a greement satisfactory to Lender subordinating the lien in a greement satisfactory to Lender subordinating the lien in a greement satisfactory to Lender subordinating the lien in a greement satisfactory to Lender subordinating the lien in a greement satisfactory to Lender subordinating the lien in a greement satisfactory to Lender subordinating the lien in a greement satisfactory to Lender subordinating the lien in a greement satisfactory to Lender subordinating the lien in a greement satisfactory to Lender subordinating the lien in a greement satisfactory to Lender subordinating or hereafter erected on the lien in a greement satisfactory to Lender subordinating or hereafter erected on the lien in a greement satisfactory to Lender subordinating or hereafter erected on the lien in a greement satisfactory to Lender subordinating the lien in a greement satisfactory to Lender subordinating the lien in a greement satisfactory to Lender subordinating the lien in a greement satisfactory to Lender subordinating the lien in a greement satisfactory to Lender subordinating the lien in a greement satisfactory to Lender subordinating the lien in a greement satisfactory to Lender subordinating the lien in a greement satisfactory to Lender subordinating the lien in a floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods by Borrower subject to Lender's approval that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval that Lender requires. The insurance carrier providing the insurance shall be maintained in the amounts and for the periods that Lender's approval by Borrower subject to Lender's approval that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval that Lender requires insurance shall be chosen by Borrower subject to Lender's approval that Lender requires insurance shall be chosen by Borrower subject to Lender's approval that Lender requires insurance shall be chosen by Borrower subject to Lender's approval to the chosen by Borrower subject to Lender's approval to the chosen by Borrower subject to Lender's representation of the chosen by Borrower subject to Lender's representation of the chosen by Borrower subject to Lender's representation of the chosen by Borrower subject to Lender's representation of the chosen by Borrower subject to Lender's representation of the chosen by Borrower subject to Lender's representation of the chosen by Borrower subject to Lender's representation of the chosen by Borrower subject to the chosen by Borrower which shall not be unreasonably withheld. It Borrower tails to maintain coverage (sescribed a option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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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 Lerider requires, Borrower shall promptly give to Lender all receipts of paid 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 may make proof of loss if not made promptly by Borrover. repair is not economically fessible or Lender's 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 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 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 the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

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 Property to deteriorate, or commit waste on the Property. 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 comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the Ice title shall

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in not merge unless Lender agrees to the merger in writing. 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 is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums 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

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of 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 Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage 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 retain these payments as a less reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and the longer lander). that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance 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

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 lies of condemnation, are hereby assigned and shall be paid to Lender. The Control of the Co

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 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 Value of the Property immediately before the taking in less Rorrower and Lender otherwise series in writing the sums secured by this less than the sums secured by this security that the sums secured by this security whether the sums secured by this security whether or not then due, with any excess paid to Borrower and Lender otherwise series in writing the sums secured by this security whether the sums secured by this security whether or not then due, with any excess paid to Borrower and Lender otherwise series in writing the sums secured by this security whether or not then due, with any excess paid to Borrower and Lender otherwise series in writing the sums secured by this security whether or not then due, with any excess paid to Borrower and Lender otherwise series in writing the sums secured by this security whether or not then due, with any excess paid to Borrower and Lender otherwise series in writing the sums secured by this security whether or not the sums secured by this security in the security of the sums secured by the security of the sums secured by this security in the security of the sums secured by the security of the sums secured by the security of the security of the sums secured by the security of the secur 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 Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured immediately before the Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of Security Instrument shall be reduced by the amount of the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property in which the fair market value of the sums secured 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 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 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 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 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 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 the sums taking. Any balance snall be 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 less than the amount of the sums secured immediately before the taking, unless Property immediately before the taking is less than the amount of the sums secured immediately before the taking, timess. Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an if the Property is abandoned by Borrower, or it, after nouce by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender sums secured by this Security Instrument whether or not the sums are then due. award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is 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 Sacrative Instrument, whether or not they does

unis 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. by this Security Instrument, whether or not then due.

Omess Lenger and Dolfower outerwise agree in writing, any application of process to praicipal shart for the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. the due date of the monthly payments reterred to in paragraphs 1 and 2 or change the amount of such payments.

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 be required to any successor in interest I ender chall not be required to not operate to release the liability of the original Romover or Romover's successors in interest I ender chall not be required to of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not be required to not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of any demand made by the original Rorrower or Rorrower's successors after ourse secured by this Security Instrument by reason of any demand made by the original Rorrower or Rorrower's successors. commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forheading by I ender in exercising any right or remedy shall not be a waiver of or resolute the exercise of any the sums secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any

tor remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this provisions of the provisions of Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of security Instrument shall be joint and several. Any Borrower who co-signs this Security Paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey that Instrument but does not execute the Note: (a) is co-signing this Security Instrument; (b) is not personally obligated to pay the sums Borrower's interest in the Property under the terms of this Security Instrument; and (c) agrees that Lender and any other Rorrower may agree to extend modify forbear or secured by this Security Instrument; and (c) agrees that Lender and any other Rorrower may agree to extend modify. right or remedy. secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with sound to the terms of this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or

secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forb make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

e 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, that love is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan. and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan arread the parmitted limits them (a) any such loan charge shall be reduced by the arrest of them (b) any such loan charge shall be reduced by the arrest of them (c) any such loan charge shall be reduced by the arrest of them (c) any such loan charge shall be reduced by the arrest of them (c) any such loan charge shall be reduced by the arrest of them (c) any such loan charge shall be reduced by the arrest of them (c) any such loan charge shall be reduced by the arrest of the context of the conte and that law is many 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 exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the exceed the permitted limits, then: (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the exceed the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower.

Lender trav choose to make this refund by reducing the principal angle under the Note or by making a direct payment to Definition minit; and (b) any sums areany conected from borrower which exceeded permitted timits will be reducing the principal owed under the Note or by making a direct payment to Definition may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Definition will be traded as a position of the reducing the reducin Lender may choose to make this retund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge

er une Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it.

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 Barrower Property Address or any other address Barrower designates by patients to London Any notice to London Any notice to London Barrower designates by patients and the property a by first class mail unless applicable law requires use or anomic method. The notice shall be given by first class mail to Lender's any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address length begins of any other address length. any other address Borrower designates by nouce to Lender. Any notice to Borrower. Any notice provided for in this Security

address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be 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 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 acquiring of the Security Instrument or the Note conflicts with applicable law such conflict shall not affect other acquiring of the Security Instrument or the Note conflict with applicable law such conflict shall not affect other acquiring a fine Security Instrument or the Note conflict with applicable law such conflict shall not affect other acquiring a state of the Security Instrument or the Note conflict with applicable law such conflict shall not affect other acquiring a state of the Security Instrument or the Note conflict with applicable law such conflict shall not affect other acquiring a state of the Security Instrument or the Note conflict with applicable law such conflict shall not affect other acquiring a state of the Security Instrument or the Note conflict with applicable law such conflict shall not affect other acquiring a state of the Security Instrument or the Note conflict with applicable law such conflict shall not affect other acquiring a state of the Security Instrument or the Note conflict with applicable law such conflict shall not affect other acquiring a state of the Security Instrument or the Note conflict shall not a state of the Security Instrument or the jurisdiction in which the Property is located. In the event trait any provision or clause of this Security Instrument or the Note which can be conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be conflicted without the conflicting provision. contincts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note are declared to given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. 10. Borrower's Copy. Borrower shall be given one contormed 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 som or transferred for it a beneficial interest in Borrower is som 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 Usualization that had been accounted by I and the I and t Lender's prior written consent, Lender may, at its option, require immediate payment in run of an 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.

urity instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less and the first state of the period of not less and the first state of the period of not less and the first state of the period of not less and the first state of the period of not less and the first state of the period of not less and the first state of the period of not less and the first state of the period of not less and the first state of the period of not less and the period of not less and the first state of the period of not less and the first state of the period of not less and th than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security man 30 days from the date the nouce is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument. In the control of the period Security Instrument.

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 enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as enforcement discontinued at any time prior to the earlier of: (a) 5 days (or such other period at a such ot by this Security Instrument without further notice or demand on Borrower. entorcement 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 applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument. Those conditions are that Borrower: (a) pays Lender all Instrument; or (b) entry of a judgment enforcing this Security Instrument and the Note as if no acceleration had occurred; including the sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; including the law other covenants or agreements. (c) pays all expenses incurred in enforcing this Security Instrument. sums which then would be due under this Security instrument and the Note as it 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 default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument to assure that the lien of this Security Instrument I contents in the Property and Rorrower's obligation to may the same secured by this Security Instrument I contents in the Property and Rorrower's obligation to may the same secured by not limited to, reasonable autorneys rees; and (a) takes such action as Lender may reasonably require to assure that the tien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument, below the security in the Property and Borrower's obligation to pay the sums secured by this Security Instrument, and the obligation to pay the sums secured by this Security Instrument, and the obligation to pay the sums secured by this Security Instrument, and the obligation to pay the sums secured by this Security Instrument, and the obligation to pay the sums secured by this Security Instrument, and the obligation to pay the sums secured by this Security Instrument. Security instrument, Lender's rights in the Property and Borrower, this Security Instrument and the obligations secured by Borrower, this Security Instrument and the obligations secured between the continue unchanged. Upon reinstatement by Borrower, this sight to ministate that the obligations are the continue and the obligations are the continued to be continued to the continue and the obligations are the continued to the cont instrument snau continue unchanged. Upon reinstatement by Borrower, this security instrument and the contiguous 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.

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19. Sale of Note; Change of Loan Servicer. The Note of 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 channes of the Loan Servicer unrelated to a sale of the Rose of the Loan Servicer unrelated to a sale of the Rose of the Loan Servicer unrelated to a sale of the Rose of the Loan Servicer unrelated to a sale of the Rose of the Loan Servicer unrelated to a sale of the Rose of the Loan Servicer unrelated to a sale of the Rose of the Loan Servicer unrelated to a sale of the Rose of the Loan Servicer unrelated to a sale of the Rose of the Loan Servicer unrelated to a sale of the Rose of the Rose of the Loan Servicer unrelated to a sale of the Rose of the as me Loan Servicer) may concers monany payments due more changes of the Loan Servicer, Borrower will be 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

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 information required by applicable law. that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses

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 and to maintenance of the Property. governmental or regulatory agency of private party involving the reoperty and any mazadous substance of environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all

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 necessary remedial actions in accordance with Environmental Law. 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.

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) applicable law provides office wise, the notice shall specify, (a) the default, (b) the action required to care 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) d usies not less man so usays from the usie me notice is given to sourtoner, by which the default on or before the date specified in the notice may result in acceleration of the sums secured that failure to cure the default on or before the date specified in the notice may result in acceleration of the mint to the date of the December The notice shall further inform December of the mint to an instant 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 a default or any other defaul 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 conect all expenses incurred in purening the remedies provided in this parameter. and may invoke the power or sale and any other remedies permitted by applicable law. Dender sman of entired to conect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable 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 such notice to be recorded attorneys' fees and costs of title evidence. in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to 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 applicable land, and the terms designated in the notice of sale in one or more parcels and in any order Trustice 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 sale. Lender or its designee may purchase the Property at any sale.

Trustee shall delicar to the purchaser Trustees deed converge the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess

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 to the person or persons legally entitled to it. Trustee, Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it.

Such person of persons shall pay any recordation costs.

Such person of 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

24. Attorney's Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees conferred upon Trustee herein and by applicable law. awarded by an appellate court.