75691 A TOTAL PROPERTY. P. 75691 DVIAGE 02-07-94ALE 00 RCVD and bills test a Volum 946 Page 4233

AFTER RECORDING MAILTO: Hall grading and page 12-233

Object and red process and state and red process and r and (c) being they become delinquent. (c) bears they have not be provided as they by Bear OTMU (c), togethe 5,7,6,6,8,9,9,9,6,000 (c) to the provided as they by MANA (c) to the provided as they bear of the provided as the provided as they bear of the provided as the provided as they bear of the provided as they bear of the provided as they bear of the provided as the provided as the provided as they bear of estimated a production of the As peed in this Security heritanisms of the beauting means the Secretary of Housing and Urban Discolation of the or the o THIS DEED OF TRUST (Security Instrument) is made on only a number of 19.9.4.5 at a tau. The grantor is any any and the permitter of the product of the permitter of the permitte 2.7.5.5.5 FARMINGTONERO A DIVERARMEN 6TONERORISINANDE 4.8.3.3.4.3.3.5 (4.6.3.3.10) we not you be about the principal sum of 5.5 for Pay in the forth of us and of two not you and of two not you and of two not you are the principal sum of 5.5 for Pay in the forth of us and of two not you are the principal sum of 5.5 for Pay in the forth of the evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums with interest, advanced under Paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower and irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the Note of Sale, the Note of Sal Elf EH, to late cheroic due undechie Note LOTS 1 V2 AND 3. TOLIGER 20 KATHBOW PARK ON THE WILLTAMSON, ACCORDING TO OTHE 31 LEVELS OF THE COUNTY CLERK OF KLAMATHUS WILL AND OFFICE OF THE COUNTY CLERK OF KLAMATHUS WILL AND OFFICE OF THE COUNTY CLERK OF KLAMATHUS WILL AND UNITY DEC 3/68TH INTEREST IN LOTS 4 AND 574 ENDRESCOUNTY OR GONE THE WITH AND UNITY DEC 3/68TH INTEREST IN LOTS 4 AND 574 ENDRESCOUNTS AND EASEMENTS 2 SOUND ALSO TOGETHER WITH WE EASEMENTS 2 SOUND AND EASEMENTS 2 SOUND AND THE WILL TAMSON WILL TAMSON THE EXISTING FOR DWHICH BEGINS I CHEEPE WIDE FOR INGRESS AND EGRESS PURPOSES OVER THE EXISTING FOR DWHICH BEGINS IN THE WILL TAMSON THE EXISTING FOR DWHICH BEGINS IN THE WILL TAMSON THE EXISTING FOR DWHICH BEGINS IN THE WILL TAMSON THE WILL TAMSON THE WILL TAMSON THE WILL TAMSON THE PORTHOR OF THE SOUTHERN IN THE WILL TAMBOUT THE WILL TAMBOU The event of loss. Becomershall give Lender minoclate for the local strong of the strong cancer and the strong cancer and the strong of the strong cancer and the strong of the strong o cresuctions sufficilly to Lander Instead of 10 Bondwer and 10 Lender Jointly, All or any part of the insurance precedes To such idea; already to target, instead of to Bondwer and to Lender jointly, All or any part of the insurance proceeds may be applied by Lender, at its option; dates (e) to the induction of the independences under the More and this Security instrument, first to any delinquent emounts applied by the order in Paragraph 3, and than to prepay, neal of principal, or to the received of the conditions of the conditions of the principal shall not explosive the due date of the monthly gayments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess inserence proceeds over an amount required to pay all outstanding indicated the Nois and this Security Instrument to paid to the gaily entitled therefore. In the winder the conditions to the Property that extinguishes the find the executive field the property that extinguishes the indebt of assets all drints title and strength and the property that extinguishes the indebt of assets all drints the second of the payments. indebuteness, all fain, tale and saleted of Epirower in and it insurance policies in force shall pass to the purchaser a. Closupancy, Preservation, Marstenace and Protection of the Property; Borrover's Loan Application; 6. Occupancy, reservation, management and use the Property of Recording Control of Control of Property Specifically and use the Property of Borrower's prairies within stry days after the Securious this Security instrument and shrift contains to occupy the Priparty as Borrower's principal residence for all leading of occupancy trailess the Security delicities this requirement will clude residence for all leading of the Security of the Priparty Security Security of the Securi Which has the address of old brog 22 and digit a security declination and provided the property and the property and the property and the property and the property of the property and the property and the property of the property of the property of the property and the property of the TOGETHER WITH all the Improvements now or hereafter erected on the property, and all easements, rights; its usol appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all focus now object the property. All replacements and additions shall also be covered by this Security Instrument. All of a part of the property. All replacements and additions shall also be covered by this Security Instrument. the foregoing is referred to in this Security Institution as the Property. I and this referred to in this Security Institution as the Property. I and this referred to in this Security Institution as the Property I and the security of the property of the foregoing is referred to in this security in the property of the foregoing is referred to in this security Institution as the foregoing is referred to in this Security Institution as the Property. I and this is a security in the foregoing is referred to in this Security Institution as the Property. BORROWER COVENANTS that Borrower is lawfully selzed 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 (1991) an interest of the property of the property is constant. It is the property and that the Property and the constant of the property against all claims and demands, subject to the property against all claims and demands are property on the property against all property against all property against all property against the property against and property against the property against the property against a property against against a property against a property against aga any condennation or bitser taking of any part of the requerty, or his consequence in place of condension, are hereby assignaid and shall be paid to Lender to the extant of the full amodest of the indebtedness that remains urpaid updor the Vote and this Security instrument, Cender shall caply such proceeds to the reduction of the indebted over uniter the **16/S** la aird this Security Instrument, sistic any delinquent ancured to the reduction of the indebtedness under the Liberto propagation of pincipal Any application of the Application ISC/FMDTOR//0691/(2-91)-L

LOAN NO. 3 3 P (10/3) 17/212 ...

CEST-1. Payment of Principal Interest and Late Charge. Borrower shall pay when due the principal of and interest on the dent evidenced by the Note and late charges due under the Note.

2. Monthly payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Track monthly installment for thems (a) (b) shall agual one highly light the appured any or thems (a) (b) shall agual one highly light the appured any or thems (a) (b) shall agual one highly light the appured any or thems (a) (b) shall agual one highly light the appured any or thems (a) (b) shall agual one highly light the appured any or thems (b) (b) and (c) shall agual one highly of the appured any or the same (c) (b) and (c) shall agual one highly of the appured any or the same (c) (b) and (c) shall agual one highly of the appured any or the same contains the sa

Each monthly installment for items (a), (b) and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b)

and (c) before they become delinquent.

and (c) before they become delinquent.

If at any time the total of the payments held by Lender for Items (a), (b) and (c), together with the ruture monthly 101 payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then 3 7 9 Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Societty Instrument, "Socretary" means the Socretary of Housing and Urban Development or his or

amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either? (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage.

Rorrower's covenants and agreements under this Security Instrument and the Not; berluper as ; smulmer entering instrument and the Not; berluper as ; smulmer of the Intervocably grants and conveys to Trustee; in trust, with nower of select, the follower beautiful and the Intervocably grants and conveys to Trustee; in trust, with nower of select. FOURTH, to amortization of the principal of the Note; FIFTH, to late charges due under the Note. KLAPATH

4. Fire, Fiood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be pald to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishas the indebtedness. all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. 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 the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. 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 the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender's Rights in the Property. Borrower shall pay all governmental fee.

leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6: Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges; fines and impositions that are not included in Paragraph 2: Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the work on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. In the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. In the Property in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the

Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due that OREGON DEED OF TRUST.

ISC/FMDTOR//0691/(2-91)-L

PENDOMONIO CONTRACTO LOCOLEGO DE LOCALOS DA CONTRACTOS DE LOCALOS DE LOCALOS DE LOCALOS DE LOCALOS DE LOCALOS DE LOCALOS DE LOCALOS

date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess moceeds over an amount required to pay all outstanding indebtedness under the Note and this Security instrument shall be paid to the entity legally entitled thereto.

Fees. Lender may collect fees and charges authorized by the Secretary.
 Grounds for Acceleration of Debt.

(a) Default. Londer may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by falling to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this phace in the Security Instrument to the betach of the receive readily entries the applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if: Cancel and the sums secured by this Security Instrument if: Cancel and the sums secured by this Security Instrument if: Cancel and the sums secured by this Security Instrument if: Cancel and the sums secured by this Security Instrument if: Cancel and the sums secured by this Security Instrument if: Cancel and the sums security Instrument if: Cancel and the sums security Instrument in the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and

(ii) The Property is not occupied by the purchaser, or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the regulirements of the Secretary.

(c) No Welver, if circumstances accurate would exempt Leader to require immediate payment in full, but Leader.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured: Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within 9.0. DAYS from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 19 0 × 0 × 0 × 7 S from the date hereof, declining to insure this Security Instrument and the ELV subsequent to V9 0 4 DAYS

note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all lead amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

Annula Borrower Not Released; Forbearance by Lender Not a Walver. Extension of the time of 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 operate to release the liability of the original Borrower or Borrower's successor 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 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 walver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Lisbility; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's Interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums 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 regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. 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 herein or any 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. (a) I have a spall reconsoling provided in this paragraph. (b) I have a spall reconsoling the provided in this paragraph. (c) I have a spall reconsoling the provision of clause of 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 the leadered to be severable.

Note are declared to be severable a strain subject to the severable as the severable and branches and severable as the severable and branches and severable as the severable and branches a the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an

absolute assignment and not an assignment for additional security only upon genuing on Bollower's half selling trail it ender gives notice of breach to Borrower (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant are tracted at excession and region or gives

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 16 periors by the property before or after giving notice of the Property before or after giving notice of preach to Borrower. However, Lender on a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

FHA OREGON DEED OF TRUST

PAGE 3 OF 4

PAGE 3 OF 4 FILL OFFICION DEED OF THU NON-UNIFORM COVENANTS, BOTOWEK and Lender, further covenant and agree as follows: A or resident business. pue 17. Foreclosure Procedure: If Lender requires immediate payment in full under Paragraph 9, Lender 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, 17, including, but not limited to, reasonable attorneys. tees **and costs of title exidence**l any prior assignment of the remarked has not and will not perform any act that would to fill Lender invokes the power of sale, Lender shall execute on 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 in each county in which any part of the Property is located; Lender or Trustee shall give to notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law to Borrower and to the other persons prescribed by applicable law to Borrower and to the other persons prescribed by applicable law to Borrower and to the other persons prescribed by applicable law to Borrower and to the other persons prescribed by applicable law to Borrower and to the other persons prescribed by applicable law to Borrower and to the other persons prescribed by applicable law to Borrower and to the other persons prescribed by the persons prescribed by the persons person 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 Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sales of Lender or its designee may purchase the Property at any sale one of the tents and texemes and perconductive each Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or une of warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facle 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 to the person of persons legally entitled to it. here produced on the person of persons legally entitled to it. nue 18. 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 1996 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. Or rough when given as ph (19. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any ones Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law is method. The notice shall be directed to the 20. Attorneys' Fees. "As used in this Security Instrument and in the Note," attorneys' fees' shall include any " 2 \\
attorneys' fees awarded by an appellate count. Courself. This Security instrument. If one of more riders are executed by Borrower and recorded together with this Security instrument the coverants of each such rider shall be incorporated into and shall amend and supplement the coverants and agreements of this Security instrument as if the rider(s) were in a part of this Security Instrument. [Check applicable box(ss)]. Bourows, a coverants and adventure and account and statement of this Security Instrument. Cougonium Bigs signs Bound; Join Geganated Sayment Bigs goess. The Growing Ednify Bigs to the Country of the Cooperation of the Planned Unit Development Rider and a Def Other [Specify] But of remedy payment or otherwise modify amortization of the sums senured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender III exercising any right FGBY SIGNING BELOW; Borrower accepts and agrees to the terms contained in pages 1 through 4 of this Security Instrument and in any tider(a) executed by Bourower and recorded with it. Borrower or Borrower's successor in interest. Minesses rrower Not Released; Forbearance by Lender Not a Walver. Extension of the time-of payment or this Security Instrumient, loteclosure costs and reasonable and right and provide FWLE 80 nd expenses properly costs and reasonable and right and right and right and reasonable and right and right and right and reasonable and right and right and right and right and reasonable and right and right and reasonable and right and right and reasonable and right amounts required to bring Borrower's account current including, to the extent they are chilg allons of Borrower under foreclosury proceedings are instituted. To reinstate the Security the of Borrower's failure to pay an amount due under the Note of this Security Instrument. This right applies even after gourse of Borrower's failure to pay an amount due under the Note of this Security Instrument. This right applies even after gourse. 10. Reinstatement. Borrower, has a right to be reinstated if Lendor has required immediate payment in full because TE OF OBEGON 5 K 1 V N V L N

That are date nargest decrined to twith the foregoing, this note secured thereby, shall be deemed conclusive proof of such frequibility. Notwinsteading the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remain any not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remain any not be exercised by Lender's failure to remain the first section.

(Seal) a mortgage insurance premium to the Secretary. STATE OF OREGON, or to a wat H trous the date beloof declining to instruct the County section and the control of the section o A written statement of any authorized argin of the Secretary dated from the date hereof, declining to insure thougher; instrument and the To the independence of the payment and the secretary.

To the case of better the secretary in the secretary.

(c) Notably and the secretary in the secretary.

(d) Notably in the case of payment defaults, to require interest in the secretary.

(e) Notably in the case of payment defaults, to require interest in the secretary.

(d) See lations of him Secretary. In many circumpance in the land forecase in interest will imit Lender's interest does not authorize acceleration or to recious the interest in the land forecase in interest will imit Lender's in the case of payment defaults, to require in the secretary will imit Lender's in the case of payment defaults, in the case of payment defaults in the case of the case of payment defaults in the case of paymen The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with

all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

7th day
Vol. <u>M94</u>
SCATTER CONTRACTOR
dela

fila chilochithed children

Agean (Ckyyba), Liady

321275