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

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Secretary. Each monthly lightaliment of the mortgage institance premium shall go in an arround sufficient to accumulate the full annual mortgage unance premium with Lender one reputing provide the date the full annual mortgage were the Secretary and the Secretary and the TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights; τ ολ τμε appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or io hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument All of the foregoing is referred to in this Security Instrument as the Property. A of Honsing and paper per

any excess lunds to Borrower, immediately prior to a loreclosure sale of the Empretry or its condisition by Lender shall be credired with the balance regraining for all installments for items (a). (b) and (c) and any mongage insurance premium installment that Lender has not become obligated to pay to the Secretary, and tender shall promptly related to pay to the Secretary and tender shall promptly related to pay to the Secretary and tender shall be completed to pay to the Secretary and tender shall be completed to pay to the Secretary and tender shall be completed to pay to the Secretary and tender shall be completed to pay to the Secretary and tender shall be completed to pay to the Secretary and the secretary which has the address of a reager the full 512 strong All service by the Socuration with a EALLOSSEP SCOOL which has the address of a final sectoral (Luoberth Address,) strument is held by the Socretary, each monthly charge anell be in an amount equal to one-realith of on (Street) accent of the outstanding print porties (Critical action on the Note Oregon of premium 3.4.8.0 to the print 5.4.5.1 minut to 0.4.5 contraction of the outstanding print porties action on the Note

FIRST, to the mortgage insurance promum to be paid by Lander to the Secretary or to the monthly charge by the by experiences (another international produced remaining for signatal monts (or items (s), (b) and (c) Borrower's account shall be credited with any balance remaining for signatal monts (or items (s), (b) and (c) 3. Application of Payments, All payments under Paragraphs I and 2 shall be applied by Lender as follows:

SECOND to any taxes, special assessments, leasehold payments or ground route, and life, flood and other hazerd Secretary instead of the monthly morgage insurance promiser.

THIRD: to interest the under the Note: FOURTH to amound the principal of the Note:

FIELE: TO VITO Sharges due under the Note

Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against less by floods to the extent required by the Secretary. All incurance shall be carried with companies approved by Lervier. The insurance policies and any tenewals shall be held by Lender and shall include loss payable clauses m now in existence of subscriptionity erected, against any hazards, magaines, and continuencies, including fire, thr which Lendor requires insurance. This insurance shall be maintained in the amounts and for the prefere that Lendor requires. 4. Fite, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether

ou a loasepold. Borrower shall comply with the trovintous of the lease it Forrower hounds fee the roles broady the trovint for the provent statement of the sector of the provent statement of the provent statement of the sector of the provent statement of the sector of the provent statement of the sector of the sector of the provent statement of the sector of reut HIS DEED. OF HUS II ("Security instrument") is made of its 0 e campent, led with securities its (it is a security instrument) is made of the led in the led with the led with the granter is (it is the led with which is organized and existing under the laws of a commistences exer which is poly and whose address is a 27-5 5.5 ce FARM LN & TO MARIO A D. (DE ARM DNG LONDH) LILIS 20 (M-12:4-8-3:3-4-7-3:3-5.7) so the control of poly and whose address is a 27-5 5.5 ce FARM LN & TO MARIO A D. (DE ARM DNG LONDH) LILIS 20 (M-12:4-8-3:3-4-7-3:3-5.7) so the control of poly and control of poly and control of the poly and control (Lender). Borrower owes Lender the principal sum of the principal sum of the principal sum of the second state of the second s statis a Dontower owes tender the principal sum of coorders recommon through save as in the event a matter of statis a normal model and the same date as this Dollars (U.S. \$144); 3 60 510 0/001, Watureus builded by Borrower's note dated the same date as this Dollars (U.S. \$144); 3 60 510 0/001, Watureus builded by Borrower's note dated the same date as this dollars (U.S. \$144); 3 60 510 0/001, Watureus builded by Borrower's note dated the same date as this dollars (U.S. \$144); 3 60 510 0/001, Watureus builded by Borrower's note dated the same date as this dollars (U.S. \$144); 3 60 510 0/001, Watureus builded by Borrower's note dated the same date as this dollars (U.S. \$144); 3 60 510 0/001, Watureus builded by Borrower's note dated the same date as this dollars (U.S. \$144); 3 60 510 0/001, Watureus builded by Borrower's note dated the same date as this date as the same date as OSUCA MILINI EMILIUSAS Denais (D.S. S. 444), a substration (Note"); which provides for monthly payments, with the full debt; if not paid earlier, due and St Security Instrument (Note"); which provides for monthly payments, with the full debt; if not paid earlier, due and St payable on Acd any arry 21.5 o(2,0,0 good This Security Instrument secures to Lender: (a) the repayment of the debts 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 donut irrevocably grants and conveys to Trustee; in trust, with power of sale; the following described property located in KITAN VITH. Itsi to any definition amounts inpolled in the crider in Paraur Conuty! OleGourd prepayment of principal. Com In the event of loss, Borrower shall give Lender inmediate holice by mail, Larkier may inclue proof of loss if not mark the approximation of the structure of t

Ionschöld and tee title stroll not be merged unless Lender agrees to the merger a writing 6. Charges to Borrower and Protection of Lender's Rights in the Property. Soling 2.58283 492-2403 4503 or municipal charges from and impositions the **DEED** "**OE** PLEATER To Borrower's Rights in the Property in the entry which is owed the **DEED** "**OE** PLEATER and adverse visited adverse visites in the second and interaction of the Property in the entry which is owed the **DEED** "**OE** PLEATER and adverse visites in the second and interaction of the property of the entry which is owed the **DEED** "**OE** PLEATER and adverse visites of the second adverse visite receives the **DEED DEED PLEATER ADDED PLEATER** 

on a forschold, Borrower shall comply with the provisions of the lease. It borrower acquires tee title to the Property, the

regulations), then Lender may do and pay whatever is necessary to protect the yelle of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other tieths manufaned in Paragraph 2 Any amounts distanced by Lendor under this Peragreph shall become an additional dott of Borrower and be sooned by the Soone to including in These amounts chail hear interest from the date of the property and be toongrens) used Loberty do and pay whethat is necessary to protect the vertices of the Properties of the reading of the readin

secured by this Security manument. These amounts shall bear interest from the date of disourcement, at the Note retained at the option of Lender, shall be immediately due and payable. **Subplicity (MITR2): NI, 483341332**, easing an invariant or damages, director, consequents, in connection with a species of any part of the Property, or for conveyance in place of condemnation, as insteaded y

AFTER RECORDING MAIL TO SHE' USE I DE A DE SOLA MES PINKERTO N<sup>A</sup> DE LUDIO DE LA DESTRUCTIONE SUCH DE LOCALE DE LA DESTRUCTIONE SUCH DE LOCALE DE LA DESTRUCTIONE DE LOCALE DE NE 6. P. LINK E R. TO WASSERVICES CORPORATION STOLED LIDE LIDE AND DUTING INTERLINES IN STRUCTURE OF THE INTERLINE OF THE INT

PAGE 1 DE 13: 9: Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on the debt evidenced by the Note and late charges due under the Note.

the debt 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 Property, and (c) premiums for insurance required by Paragraph 4. Property, and (c) premiums for insurance required by Paragraph 4. 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.

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.
If at any time the total of the payments held by Lender for items (a), (b) and (c), together with the future monthly 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 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 subsequent payment, its careful the estimated payments or credit the excess over one-sixth or the estimated payments or credit the excess over one-sixth or the estimated payments or credit the excess over one-sixth or the estimated payments or credit 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 subsequent payment, its ceretary imeans the Secretary of Housing and Urban Development or his or payment shall also include either:: (i) an installment of the annual mortgage insurance premium to the Secretary, each monthly payment shall also include either:: (i) an installment of the mortgage insurance premium shall be in an amount sufficient to accumulate steriary. Each monthly installment of the socretary instrument is held by the Secretary, each monthly charge insurance premium shall be in an amount sufficient to accumulate insurance premium is held by the Secretary, each monthly charge insurance premium shall be in an amount sufficient to accumulate shall be in an amount sufficient to accumulate shall be in an amount sufficient to accumulate shall be credited with the balance remaining for all installments for items (a), (b) and (c) and any mortgage insurance shall be credited with the b

**<u>FIRST</u>** to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium; <u>SECOND</u>, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required; <u>THIRD</u>, to interest due under the Note; <u>FOURTH</u> to amortization of the principal of the Nite

FOURTH, to amortization of the principal of the Note;

FIFTH, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether 4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, rasualties, 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 neid by Lender and shall include loss payable clauses in favor of and in a form accentable to 1 ender 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 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 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: (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not: (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not: (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not: (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not: (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not: (b) to the restoration or ore 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 paid to the entity legally entitled thereto:) not be the entity of the complex of the property that extinguishes the beak. 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. Indebtedness; all right, title and interest of Borrower in and to insurance policies in force sha Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sky days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence within sky days residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardsha for Borrower's principal Property as Detrower's principal control. residence for al 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 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 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, and leasehold, Borrower's occupancy of the Property as a principal residence. If this Security Instrument is no 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 agrees to the merger in writing.

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 tile to the Property, the 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 Peragraph 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 Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Property and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, 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 secured by this Security Instrument. These amounts shall be an interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable. <sup>100</sup> **7** Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with 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, first to any delinquent amounts applied in the order provided in Paragraph 3, and Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and Note and t

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date of the monthly payments, which are referred to in Paragraph 2; or change the amount of such payments. Any excess proceeds 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.

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8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender 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 que date or the next monthly payment, or (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this pλ λon nucl Security Instrument 10 the believe of bettern and the prior approval of the out b(b) Safe without Credit Approval. Lender shall, if permitted by applicable faw and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if: Lips there (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or 10 LBC2E 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 requirements of the Secretary.
 (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. . lei Ciettoù

(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.

Instrument does not authorize acceleration or forecoosure if not permitted by regulations of the Secretary. Suq (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 SLY subsequent to 19 0 ° DAYS from the date hereof, declining to insure this Security Instrument and the from the date hereof, declining to insure this Security Instrument and the

subsequent to 29 0 D A Y S - Trom the date hereor, declining to insure this Security instrument and the 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 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 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 has not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement 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. હિલ્લો adversely affect the priority of the lien created by this Security Instrument.

ANUL1. 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 waiver of or preclude the exercise of any right or remedy.

2. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of 12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 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'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 bronged in this baradraby tee. Trustee shall reconvey the Property without werranty erst without of provided in this paragraphics of Littles of an establish strument shall be governed by Federal law and the law of the little for the law of the 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 which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable, a sperj shell (the biccoseds of the sele in the tollowing order: (e) to sil expenses word 5. Borrower's Copy.: Borrower shall be given one conformed copy of this Security Instrument: of the strutt of the

16: Assignment of Rents: Borrower unconditionally assigns and transfers to Lender all the rents and revenues of 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 and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes and borrower and borrower and borrower and borrower. absolute assignment and not an assignment for additional security only mont dominad on Bottomer, shall sell the upplif Lender 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 meet 18 and 21 a experied by actueb borrow of the

see: Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lendor from exercising its rights under this Paragraph 16.00000000 per performance to the second seco

prevent Lendor from exercising its rights independent in a agreent for a lender the Property before or after giving notice of lug Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower: However, Lender or a judically 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. 7.28C FHA OREGON DEED OF TRUST

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9. Ground, for Acceleration of Debte

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults. Date of information in the payment in this of all sums secured by the Secretary in the case of payment defaults.

() Borrows: defaults by failing to pay in full any input by payment required by this Security instrument prior to or on the due date of the next monthly payment, or

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. (i) Boltomer delange paid in full.

LO LERRIE Starvise transferred (other than by devise or despent) by the Borrower, and

(ii) The Property is not accupic HEGDEST HOL BECONVEXANCE is or her principal residence; or her purch in the property is not accupic HEGDEST HOL BECONVEXANCE is or her principal residence; or her house the property is not accurate to the principal residence in the

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payment or otherwise modify arroritzation of the sums secured by this Security Instancement by reason of any dymand made by the original Borrower's successors in interest. Any interesting any Londer in exercising any right or remin bauted fruit Development Bige. Under the Other I Specify grit or remody. 16 BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 4 of this Security 1 successor in interest

Condomining Redet stores and benefit the stocessors and assigns of Lender and Lender, sold and benefit the stocessors and assigns of Lender and Lender, subject to the THE

20. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court. attorneys' fees awarded by an appellate court. Biders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with a file security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and acreements of this Security Instrument, as if the rider's were in a part of this Security Instrument. the covenants and agreements of this Security instrument as it the rider(s) were in a part of this Security Instrument. [Check Bbblicaple pox(es)]. Berrower a covenants and agreements shall be joint and teveral. Any Borrower who

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 laws, using of the tropped to a succeed to all the title, power and duties conferred upon Trustee herein and by applicable laws, using of the tropped to a succeed to all the title, power and duties conferred upon Trustee herein and by applicable laws, using of the tropped to a succeed to all the title, power and duties conferred upon Trustee herein and by applicable laws, using of the tropped to a succeed to a succe

192218. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. or peuder when diverse ph 19. Substitute Trustee.<sup>2</sup> Lender may from time to time remove Trustee and appoint a successor trustee to any<sup>10,100</sup>

Lender or its designee may purchase the Property at any sale one of the teups and to end out a count and 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 facile 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 or persons legally entitled to it. Thick pressner; of the

to r 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 in each county in which any part of the Property is located. Lender or Trustee shall give 10 notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by 2008 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 these su notice of sale in one or more parcels and in any order. Trustee determines. Trustee may postpone sale of all order any parcel of the Property by public announcement at the time and place of any previously scheduled sale at the macty each

DATING LOAN NO. 13648136-2 4725 FHA OREGON DEED OF THUST EXAMPLE I OF THE LEADER AND A SUST LEADING AUGUINE GOD SECTION DATES SECTION AND A 10.6 4 81.0 G SECTION OF THE ADDRESS SECTION AND A SUST LEADING AUGUINE GOD SECTION DATES SECTION AND A SUST NON-UNIFORM COVENANTS. Borrower and Lender juniter covenant and agree as follows:) of the other the pise17, Foreclosure Procedure: If Lendenregulres 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' fees and costs of title evidence; sux byor assignment of the rents and has not and we not periodin any act that would

ISO ESIDICIE VOSIDI GRAIF

4726

A parcel of land lying in Section 32, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

1152

Beginning at a well-established fence corner, which corner is common to lands owned by Colwell, Heim and Hess, and which fence corner lies North 89 degrees 19.9' West 368 feet distant from the Northeast corner of the SE1/4 SW1/4 of Section 29, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, thence South 89 degrees 19.9' East 368 feet along a well-established fence lying between lands owned by Colwell and Hess; thence along said fence and bearing 413.60 feet to a steel bar; thence along said fence and bearing 30.11 feet; thence South 4 degrees 11.3' East 3029.41 feet to a steel bar, which is the true point of beginning of this description; thence North 72 degrees 14.4' East 296.96 feet to a steel bar; thence South 16 degrees 14.2' East 186.09 feet to a steel bar set in an established fence which lies on the Northwesterly right of way line of the Klamath Falls-Ashland State Highway; thence South 72 degrees 56.4' West 336.43 feet along said fence and right of way line to a steel bar; thence North 4 degrees 11.3' West 189.11 feet to a steel bar which is the true point of beginning.

## STATE OF OREGON: COUNTY OF KLAMATH: \$5. day 11th f <u>Mountain Title Co</u> the <u>11th</u> A.D., 19 <u>94</u> at <u>11:39</u> o'clock <u>A.M.</u>, and duly recorded in Vol. <u>M94</u> <u>Mortgages</u> on Page <u>4722</u> the Filed for record at request of Feb. of \_ Mortgages Evelyn Biehn County Clerk of Millendor FEE\_\_\_\_ \$30.00 By