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02-14-94AJ1:07 RCVD

Volm95 WHEN RECORDED MAIL TO:

KEYCORP MORTGAGE INC.

6443 SW BEAVERTON HILLSDALE HWY

SUITE 220 PORTLAND, OREGON 97221

VA Form 26-6335c (Home Losn) Dec. 1976 Revised, Use Optional Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

#### MTC 31994-HF TRUST DEED

### THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS TRUST DEED, made this FOURTH

day of

FEBRUARY 1994

. between

JOHN WAYNE PARKER, AN UNMARRIED MAN

as GRANTOR

MOUNTAIN TITLE COMPANY

, as TRUSTEE,

and

Ċ

KEYCORP MORTGAGE INC.. A MARYLAND

CORPORATION

as BENEFICIARY.

WITNESSETH: Grantor Irrevocably GRANTS, BARGAINS, SELLS, and CONVEYS, to TRUSTEE IN TRUST, WITH POWER OF SALE, KLAMATH the property in County, Oregon, described as:

LOTS 4 AND 5 IN BLOCK 43 OF BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. ACCOUNT NO. 3809-030AB-3700 KEY NO: 183900 CODE NO: 001

which said described real property is not currently being used for agricultural, timber or grazing purposes, together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right; power, and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits; and all fixtures now or hereafter attached to or used in connection with said real estate, and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the reality, and are a portion of the security for the indebtedness herein mentioned:

## FIFTY-SIX THOUSAND FOUR HUNDRED FIFTY-SEVEN AND NOT100

56,457.00 ), with interest thereon ac

terms of a promissory note of even data herewith, payable to Beneficiary or order and made by Grantor, JOHN, WAYNE PARKER, AN UNMARRIED MAN

the final payment of principal and interest thereof, if not sooner paid, to be due and payable on the first day of

1. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the emount of one installment ). Finally is reserved to proper at any unce, whereas premium or ree, and since amount as a day per propertient, other than on an installment due date, need not be hundred dollars (\$100), whichever is less. Propayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Granter agrees to pay to Beneficiary as trustee (under the terms of this trust as hereinafter stated) in addition to the monthly payments of principal and interest payable under the terms of said note, on the first day of each month until said note is fully paid, the following sums:

An installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this Trust Deed; and an installment of the premium or premiums that will become due and payable to renew the insurance on the premises covered hereby against loss by fire or such other hazard as may be required by Beneficiary in amounts and in a company or companies satisfactory to the Beneficiary; Grantor agreeing to deliver promptly to durer nazard as may be required by beneficiery in amounts and in a company of companies seasonably in the policies, control agreement in any, plus the estimated Beneficiary, all bills and notices therefor. Such installments shall be equal respectively to one-tweltin (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by Beneficiary, and of which Grantor is notified) less all installments promises or promises to seen measures, and page and assessments measure as essentiated by bollenady, and of vinite statute is noticed to see an assessment as a second of the data when such premium or premiums and taxes and skrady paid therefor, divided by the number of months that are to elapse before one month prior to the data when such premium or premiums and taxes and stready paid therefor, owned by the number of months that are to elapse delote one month prior to the oate when such premium or premiums, and taxes and assessments will become delinquent. Beneficiary shall hold such monthly payments in trust to pay such ground rents, premium or premiums, and taxes and

The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, taxes, special assessments, fire and other hazard insurance premiums;

Any deficiency in the amount of any such aggregate monthly payment shall, unless paid prior to the due date of the next such payment, constitute an event of

3. If the total of the payments made under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by Beneficiary as trustee for ground rents, taxes or assessments, or insurance premiums, as the case may be, such excess may be released, applied on any indebtedness secured hereby, or be credited by Beneficiary taxes or assessments, or insurance premiums, as the case may be, such excess may be released, applied on any successful not be sufficient to pay such items when the same shall as trustee on subsequent payments to be made by Grantor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall as audino on succeptantic paymonic to be made by Granton to soon tenties, it, received, such monthly paymonic and solution to be successful to make up the deficiency within thirty (30) days after written notice from the Beneficiary stating the emount of the deficiency, which notice may be given by mail. If at any time Grantor shall tander to Beneficiary, in accordance with the provisions hereof, full payment of the entire indebtedness secured hereby, Beneficiary as trustee shall, in computing the amount of the indebtedness, credit to the account of Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Trust Deed and thereafter a sale of the premises in accordance with the provisions hereof, or if the Beneficiary acquires the properly otherwise after default, Beneficiary as trustee shall apply, at the time of commencement of such proceedings, or at the time the property is ofnerwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as

4. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on said note. thereof to cover the extra expense involved in handling delinquent payments, but such lists charge, shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

5. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit TO PROTECT THE SECURITY OF THIS TRUST DEED, GRANTOR AGREES:

8. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged, or destroyed thereon, and when due all costs incurred therefor, and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on any waste of said property.

(a) to commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plane and specifications satisfactory to sald property, Grantor further agrees:

(b) to allow Beneficiary to inspect said property at all times during construction. The Trustoe, upon presentation to it of an efficient signed by Beneficiary, setting forth facts showing a default by Granter under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements merein, and to act thereon

8. To provide and maintain hexard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on e. To provide and maintain nazaro assurance, or such type or types and amounts as pentilizery may nome and ordered, to pay promptly when due an premiums therefor; said premises, and except when payment for all such premiums has heretwide been made under (a) of paragraph 2 hereof, to pay promptly when due an premiums therefor; hereunder. and to deliver all premiums therefore, and to deliver all policies with loss payable to Beneficiary, which delivery shall constitute an assignment to Beneficiary of all return premiums. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as premiums. The amount collected under any tire or other insurance policy may be applied by beneficiary may be released to Grantor. Such application or release shall not Beneficiary may determine, or at option of Beneficiary, the entire amount so collected, or any part thereof, may be released to Grantor. Such application or release shall not

9. To keep said promises free from mechanics' liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said prog cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. before any part of such taxes, essessments and ower charges become part due or delinquent and promptly deliver receipts therefor to Beneficiary; should the Grantor fail to neith any part of any taxes, assessments, insurance premiums, lians of other charges payable by Grantor, either by direct payment or by providing Beneficiary with funds with which to make such payment, Beneficiary may, at its option, make payment theroof, and the values as all paymone, population, as its opposit, make paymone underly, and underly, and include a part of the debt secured by this Trust Deed, without waiver together with the obligations described in paragraphs 10 and 11 of this Trust Deed, shall be added to and become a part of the debt secured by this Trust Deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the properly hereinbefore described, as well as the Grantor, the bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable anall be bound to the same extent that they are bound for the payment of the Unique of the Seneticiary, render all sums secured by this Trust Deed immediately due and payable and constitute a without notice, and the nonpayment thereof shall, at the option of the Beneticiary, render all sums secured by this Trust Deed immediately due and payable and constitute a

10. To pay all costs, fees and expenses of this trust, including the cost of title search as well as the other costs and expenses of the Trustae incurred in connection with or breach of this Trust Deed.

increme has obligation, and unitables and administ a reas actually included.

11. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary, or Trustee; and to pay all costs and in enforcing this obligation, and trustees and attorney's fees actually incurred. expensar, including cost of evidence of title and attorney's fees in a reasonable sum to be fixed by the court in any such action or proceeding in which Beneficiary or Trustee

appear, are an any suit drought by personal and indicate and all rents, assessments and charges for water, appurtment to o may appear, and in any suit brought by Beneficiary to foreclose this Trust Deed. used in connection with said property; to pay, when due, all encumbrances, charges and liens with interest, on said property or any part thereof, which at any time appear to

13. Should Grantor fall to make any payrs int or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or be prior or superior hereto; to pay all reasonable costs, fees, and expenses of this Trust demand upon Grantor and without releasing Grantor from any obligation hereof, may; Make or do the same in such manner and to such extent as either may deem necessary demand upon dramor and midioucraveshing dramor noin any obsignation index, make or go the same in continuous and midioucraveshing dramor noing action or to protect the security hereof, Beneficiary or Trustee being authorized to error upon the property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the Tights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or tien processing purporting in affect the section, meteor of the influence of belief, any such powers, incur any liability, expend whatever emounts are reasonably necessary therefor, which reasonably appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever emounts are reasonably necessary therefor,

14. To pay within thirty (30) days after demand all sums properly expended herounder by Beneficiary or Trustos, with interest from date of expenditure at the rate provided including cost of evidence of title, and reasonable counsel fees.

the principal independences, and the repayment required of Grantor and of the owner of the property to make said note and this Trust Deed eligible for guaranty or 15. Grantor agrees to do all acts and make all payments required of Grantor and of the owner of the property to make said note and this Trust Deed eligible for guaranty or for in the principal indebtedness; and the repayment thereof shall be secured hereby. 10. Granus agrees to do an acts and mand an paymenta required of Granus and Order Owner of the provisions of Chapter 37. Title 38, Unled States Code, and agrees not to do, or cause or suffer to be done, any act which will void such guaranty or insurance during the existence of this Trust Deed.

13. Should the property or any part thereof be taken or damaged by reason of any public improvement or condemnation process. thquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to nence, spear in and prosecute in its own name, any action Of proceedings; or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are At such companyation, awards, damages, nights of accountance proceeds, including the proceeds of any politices of the anti-object instruction and the second option, either to the restoration of the damaged premises or to the reduction of the indebtadness. Granter agrees to execute such further assignments of any

(1) (h)

- 17. That upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modemization, improvement, maintainence, or repair of said promises, for taxes or assessments against the same and for any other purpose authorized. the american, modernization, improvement, maintenance, or repair or said promises, for taxes or assessments equilist the same end for any other purpose authorize hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall beer interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments. Said supplemental note or nous shall be a microst at the rate provided for in the principal interests and shall be greed upon by the Beneficiary and Grantor, Falling to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after domand by the Beneficiary. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.
- 18. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other eof secured hereby.
- 19. That the iten of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part
- sor secured nereby.

  20. Should proceedings be instituted to register title of said properly under any Land Title Law, Granter will pay upon demand all sums expended by Trustee or Beneficiary, including reasonable attorney's fees, and forthwith deliver to Beneficiary all evidence of title.
- 21. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Dood and the note for endorsement (in 21. At any time and from time to time upon whiten request tri periodiciary, payment of the payment of the indebtedness, Trustee may (a) consent to the case or run recommended, for consequence, for consequences, in section, when we include the interest of the second consequences, in the consequences of the second consequences of the making of any map or placer said property, to jour in graining any passing any resultance in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the
- 22. As additional security, Grantor hereby assigns to Beneficiary during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Doed and of any personal property located thereon. Until Grantor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Granter shall have the right to collect all such rents, issues, royalties, and profits carned prior to default as they become due and payable, save and excepting rents, issues, royalties, and profits arising or accruing by reason of any oil, gas, or mineral lease of said property. If Grantor shall default as aforesaid, Grantor's excepting return, results, royalites, and promise areasy or account by reason or any on, gas, or interest reason or said property. If or account areas and sensiticary shall have the right, with or without taking possession of the property affected hereby, to collect all rents. ngnt to collect any or such moneys shall cease and peneticiary shall have the right, while or without taking possession of the property discontinuance of Beneficiary at any time, or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing herein contained shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease of
- 23. Upon any default by Grantor hereunder, Beneficiary may at any time without notice; either in person, by agent, or by a receiver to be appointed by a Court, and without regard to the adequacy of any security for the indebtodness hereby secured, enter upon and take possession of said property or any part thereof, in its own name. withour regard to the adequacy or any security for the independences noteby secured, order upon and take possessori or self; property or any part uncorn, in its own name, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection,
- 24. The entering upon and taking possession of said properly, the collection of such tents, issues, and profit appensation or awards for any taking or damage to the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice
- 25. Upon default by Grantor in payment of any indebtedness secured hereby of in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default and election to sell the trust property, which notice Trustee shall cause to be duly filed for record. If Beneficiary desires said property to be sold, it shall deposit with Trustee this Trust Deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon the Trustee shall fix the time and place of sale and give notice thereof as then required by in
- 26. If after default and prior to the time and date set by the Trustee for the Trustee's sale, the Grantor or other person so privileged by ORS 86.760 pays the entire amount then due under the terms of this Trust Deed and the obligation secured thereby, other than such portion of the principal as would not then be due had no default amount trien due under the terms of this must be und verification and under the design of Beneficiary's costs and expenses incurred up to said time in entercing the terms of the obligation, including Trustee's and attorney's fees not exceeding \$50 if actually incurred.
- 27. After the lapse of such time as may then be required by law following the recordation of said notice of default and the gMng of said notice of said. Trustee shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, et public auction to sen saig property at the time and place riced by it in selections or said, other as a whole or in separate parcels, and in such order as it may determine, at plants absolute the highest bidder for cash in lawful money of the United States, payable at the time of said. Trustee shall deliver to the purchaser the deed in form as required by law the rightest bidder for cash in tawful money of the United States, payable at the time of sale. Trustee shall be included the property so sold, but without any covenant or warranty, express or implied. The recitals in this Trust Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, excluding the Trustee, but including the Granter and Beneficiary, may purchase at the sale.
- 28. When Trustee sells pursuant to the powers provided herein, Trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including a reasonable charge by the Trustee; (2) to the obligation secured by this Trust Deed; (3) to all persons having recorded liens subsequent to the interest of the Trustee in this Trust Deed as their interest may appear in order of their priority; and (4) the surplus, if any, to the Grantor or to his successor in interest entitled to such surplus.
- 29. For any reason permitted by law Beneficiary may from time to time appoint a successor or successors to any Trustee named herein or to any success appointed hereunder. Upon such appointment, and without conveyance to the successor Trustee, the latter shall be vested with all title, powers and duties conferred upon any Trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Trust Deed and its place of record, which, when recorded in the office of the County Clerk or Recorder of the county or counties in which the property is
- 30. (a) The waiver by Truston or Beneficiary of any default of Granter under this Trust Deed shall not be or be deemed to be a waiver of any other or similar defaults. subsequently occurring. law.
- (b) The pleading of any statute of limitations as a defense to any and all obligations secured by this Trust Deed is hereby waked, to the full extent permissible by
- 31. (a) In addition to any of the powers or remedies conferred upon the Trustee and the Beneficiary or either of them under this instrument, the Trustee and Beneficiary jointly, or either, may bring an action in the proper court for the foreclosure of this instrument as a mortgage, upon default, and upon proper proof obtain all (b) No power or remedy herein conferred is exclusive of, or shall prejudice any other power or remedy of Trustee or Beneficiary.
- (c) The exercise of any power or remedy on one or more occasions shall not exclude the future exercise thereof from time to time upon the conditions prescribed herein or by operation of law.
- cabec nerein or by operation or law.

  32. If a final decree in favor of plaintiff is entered in a suit brought to foreclose this Trust Deed, it may include a reasonable attorney fee as provided in the note. ured hereby, but not in excess of the amount actually paid or unconditionally incurred by the proper plaintiffs.
- 33. This Trust Dood shall inure to and bind the heirs, legathes, devisees, administrators, executors, successors, and assigns of the parties hereto. All obligations of the Grantor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including pleagues of the indebtedness secured hereby, whether o not named as Beneficiary herein, and whether by operation of law or otherwise. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. Trustne
- 34. Trustee accepts thic Trust when this Trust Deed, duly executed and acknowledged, is made a public reany party herato of pending sale under any other Trust Deed or of any action or proceeding in which Grantor, Beneficiary or Trustoe shall be a party, unless brought by cord as provided by law. Trustee is not obligated to notify
- 35. If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued the 35. If the independences secured necessy on guaranteed or insured under time 30, United States Code, such time and negutiations assure the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said

IN WITNESS WHEREOF, said Grantor has hereunto set his hand an	d seal the day and year first above writes
	u seal the day and year first above written. 4837
JOHN WAYNE PARKER [SEAL]	SEAL
Oddin Haring Farker	A Property of the Control of the Con
[SEAL]	SEAL
STATE OF OREGON,	
COUNTY OF KLAMATH SS:	
Jebruary 8th, 1994	
Personally appeared the above-named JOHN WAYNE PARKER	AN INMARRIED MAN
/	and acknowledged
/ACS Voluntary act an	nd deed. Before me:
OFFICIAL SEAL	Notary Public for the State of Oregon.
HELEN M. FINK NOTARY PUBLIC: OREGON COMMISSION NO. 014766	My commission expires:
MY COMMISSION EXPIRES APR. 20, 1996	TO COMMISSION SPIRES:
REQUEST FOR FULL!	RECONVEYANCE
To be used only when oblig	ations have been paid.
TG: MOUNTAIN TITLE COMPANY	, Trustee.
The undersigned is the legal owner and holder of all indebtedness Trust Deed have been fully paid and satisfied. You are hereby directed, said Trust Deed or pursuant to statute, to cancel all evidences of indebted.	secured by the foregoing Trust Deed. All sums secured by said on payment to you of any sums owing to you under the terms of
said Trust Deed or pursuant to statute, to cancel all evidences of indeb herewith together with said Trust Deed) and to reconvey, without warrar estate now held by you under the same.	redriess secured by said Trust Deed (which are delivered to you try, to the parties designated by the terms of said Trust Deed the
Mail reconveyance and documents to	
Dated	
	Beneficiary.
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Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

## VA ASSUMPTION POLICY RIDER

# NOTICE:THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS ASSUMPTION POLICY RIDER is made this 4TH day of FEBRUARY, 19 94, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt ("Instrument") of the same date herewith, given by the undersigned ("Mortgagor") to secure the Mortgagor's Note ("Note") of the same date to

#### KEYCORP MORTGAGE INC.

its successors and assigns

("Mortgagee") and covering the property described in the Instrument and located at:

2211 CALIFORNIA AVENUE; KLAMATH FALLS, OR 97601

#### [Property Address]

Notwithstanding anything to the contrary set forth in the Instrument, Mortgagee and Mortgagor hereby acknowledges and agrees to the following:

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits" the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: If all or any part of the Property or any interest in it is sold or transferred, this loan shall be immediately due and payable upon transfer ("assumption") of the property securing such loan to any transferee ("assumer"), unless the acceptability of the assumption and transfer of this loan is established by the Department of Veterans Affairs or its authorized agent pursuant to section 1817A of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

- (a) ASSUMPTION FUNDING FEE: A fee equal to one-half of 1 percent (.50%) of the unpaid principal balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the mortgagee or its authorized agent, as trustee for the Secretary of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the mortgagee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 1829 (b).
- (b) ASSUMPTION PROCESSING CHARGE: Upon application for approval to allow assumption and transfer of this loan, a processing fee may be charged by the mortgagee or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which section 1817A of Chapter 37, Title 38, United States Code applies.
- (c) ASSUMPTION INDEMNITY LIABILITY: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

Mortgagor	
	Mortgag
(Scal)	(Sea
Mortgagor	Mortgeg
88.	
Mountain Title Co	
11:07 o'clock A.M., and duly ages on Page 4834	recorded in Mal 2007
	Mortgagor  ss.  Mountain Title Co  11:07 Oclock AM and duly i