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WHEN RECORDED RETURN TO NORTH CAMERICAN MORTGAGE COMPANY	
RETAULNA CA 94975-18031 FINAL RELIEW DEFT, 7425	
Hose Abave This Education	Résording Data) 154110~745
DEED OF TR	UST
THIS DIRE OF TRUST'(Security Instruments) is made on the grade of the small case of the small case.	MARCH 207H.
	("Enrower"). The trustee is
MOUNTAIN, ITTEE COMPANY OF KILDER VITTE CONTAINED TO THE CONTAINED COMPANY OF THE CONTAINED	("Trustee"). The beneficiary is
and axisting uncombe laws of the DECAWARE	which is organized and whose address is
REBLIAIRWAY DELVEY SANTA HOSA, CAL 95403 Ower Lender the principal sum of HORTY FIVE THOUSAND AND DELY Delvey TORS	("Lender"). Berrawer
dated the same date as this Security Instrument ("Noic"), which provides earlier, durant payable on April 1 0 1 2014	This Security Instrument secures to Leader
(a) the repayment of all other sums, with interest, advanced noder par	I renewals, extensions and modifications of the Note:
Institute in the performance of Horrower's coverents and agreemed this purpose. Horrower interocably grants and courses to Trustee, in purpose, Board in KIAMATH, FOLTY: County, Oregona.	nis under this Security Instrument and the Note. For trust, with power of sale, the following described.
INTER OF SCHIESEL TRACTS LACCORDING TO THE OFF	ALALELAT THEREOF CAMATH GOUNTY,
OREGON:	
which has haped assoft Gessy South Self AVENUS.	XI MATHERALLS
Oregoù 97603) - 27603);	(CBy)
Zip Code) TOGBITHEK WITH all the improvements now or hereafter excepted and fixtures now or heleafter a part of the property: All replacements at	d outbe properly, and all exsements, appurtenances,
Instrument: All of the foregoing is referred to in this Security Instrument a	is the "Protectly."
BORROWER COVENANTS that Borrower is lawfully select of the and convey the Property and that the Property is prepoundered, except (will defend generally the title to the Property against all claims and deman	for cocumusances of record. Borrower warrants and
OREGON—Single Family— Famile Mae/Freddie Mae UNIFORM INSTRUMERE Adda	
Version 5.0 (05/22/21) Page 1 of o	LEHOCRA 1.5HOCRA

UNIFORM COVENANTS Correct franklise der overnantandagree as follogs.

I. Payment of Paincipa, and Interestable payment and Lake Charges. For over shall promptly buy when the

the principal of and interest on the debt epidenced by the Note and are prepayment and late charges due under the Note.

2. Hunds for Taxes and Insurance: Subject to applicable layer to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are the under the Note; until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; if any; (e) yearly morfgage insurance premiums, if any; and (f) any sums payable by Borrower to Leader. in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Bscrow liems:" Lender may, at any time; collect and hold Junds in an amount not to exceed the maximum amount a lender for a federally, related mortgage loan may requira for Borrower's escrow account under the federal Keal Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. \S 2601 et seq. ("PESPA"), philess another law that applies to the Punds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Hunds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Pederal Home Loan Bank. Lender shall apply the Punds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Punds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Plands. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all the sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Pands held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify. Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Punds held by Lender, If; under paragraph 21; Lender shall acquire or self the Property, Lender, prior to the sequisition or sale of the Property, shall apply, any funds held by Lender at the time of acquisition or sele as a credit against the sums secured by this Security Instrument

3. Application of Payments. Unless applicable law provides otherwise, all rayments received by Lender under paragraphs I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

 Charges: Liens: Borrower shall pay all texes, assessments, charges, fines

d impositions attributable to the Property, which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly; to the person owed payment. Borrower shall promptly furnish to Lendar all notices of amounts to be peid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Leader receipts evidencing the payments

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Leader's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory in Lender subordinating the lien to this Security. Instrument. If Lender determines that any part of the Property, is subject to a lica which may attain priority over this Security. Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance, Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage describes above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Dender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, florrower shall give prompt notice to the insurance carrier and Lender.

REA 1028

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Tailout

FORM 3038 9/3

LETTOO

FORM 3038 9/90

LSTIDORS

ma y make proof of loss of not made promptly, by Borrower!

Unless Tender and Borrower of herwise agree in writing insurance proceeds shall be applied to restoration or repair of the Unless Ender and Borrower otherwise agree utwriting singurance proceeds that the applied to restoration or repair of the Broperty damaged; if the restoration or repair of the great is not conomically feasible or Lender's security would be research the insurance proceeds shall be applied to the storage secured, by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower shandous the Property on does not answer within 30 days a notice from Lender that the insurance carrier has offered to settles a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums, secured by this Security Instrument, whether or not then live. The 20-day period will Segin when the notice is given.

Unless Lender and Borrower otherwise agree in writing any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred four paragraphs I and 2 or change the amount of the payments If under paragraph ZL the Property is acquired by Lender, Borrower's right to any insurance folicies and proceeds resulting from damage Joshe Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument

6. Occupancy, Freservation, Maintenance and Protection of the Property; Borrower's Loan Application Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shell not be unressonably withheld, or unless extenuating circumstances exist which are be youd Rorrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property, to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest: Borrower may cure such a default and reinstate, as provided in Paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes for feiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including. but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower falls to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bank-uptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so

Any amounts disbursed by Lender under this paragraph? shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lander agree to other ferms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon holice from Lender to Borrower requesting

8. Mortgage Insurance: If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially, equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender, If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly, mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires), provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to movide a loss receive, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9 Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender officerwise agree in writing, the sums Secured by this Nectivity Instrument shall be reduced by the amount of the proceeds additiplied by the following fraction: (a) the REAR 3038.

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amounts of the stume secured immediately refore the taking divided by (E) the fair market, value of the froger to dialety specion of the froger to the fire and the secure of the froger to the froger to the fire and the secure of the froger to the fire and the secure of the froger to the fire and the secure of the froger to the fire and the secure of the froger to the fire and the secure of the fire agree in writing or the secure of the secure of the fire and distributed by the fire applied to the sums secured by the security distributed by the fire applied to the sums secured by the fire and the

award or settle a claim for damages. Borrowerfails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds; at its option, either to respons to repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

II. Borrower Not Released; Forbearance By Lunders Not a Waiver. Extension of the time for payment or modification of amortization of the sums recured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the briginal Borrower 3r Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Corrower's successors in interest. Any forbearance by Lender in exercising any right or femedy shall not be a waiver of or

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 17. 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) egrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits; then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower: Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by actice to Borrower. Any notice provided for in this Security instrument shall be deemed to have been given to Horrower or Leraler when given as provided in this paragraph.

15: Governing Law: Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to

16. Horrower's Copy: Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property of a Beneficial Interest in Postower, if all or say part of the Property or any interest in it is sold or transfer, ed (or if a beneficial interest in Borrower is sold or hansferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender Hexercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrowsr must pay all sums secured by this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies

permitted by this Security Instrument without further notice of demand on Borrower.

18. Borrower's Right to Reinstate. It Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower; (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no ecceleration had occurred; (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to reasonable attorneys' fees; and (d) takes such betton as Lender may reasonably require to assure the lieu of this Security Instrument, Lender's rights in the Property and Bostower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon religitatement by Bostower, this Security Instrument and the

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FORM 3038 9/20 Laitooro

Carried However; this right to remain on the sleration unde

Sale of Note: Change of Loan Servicer The Note of a partial interest in the Note (togsiher with this fearility Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (butter Long Services 1 that collegis monthly pryments due undesthe Note and this Security Instrument. There also may be one e changes of the Loan Servicer purchated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the chargean accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

20. Hazardous Substances, Borrower shell not cause or permit the presence, use, disposal, storage, or release of any thazardous Substances on or in the Property. Borrower shall not do, nor allow anyone eise to do, any thing affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency of private party involving the Property and any Hazartkous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toric or hazardous substances by Environmental Law and the following substances: gaseling, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials consuming asbestos or formaldeby de, and radioactive materials. As used in this paragraph 20, "Bovironmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate

NON-UNIPORM COVENANTS, Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies: Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default: (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on of before the date specified in the notice. Lender at its option may require immediate payment in full of all rums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title

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 this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to the Borrows and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest hidder 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 sale. Lender or its designee may purchase the Property at any sale.

Irustee 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 facio 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.

22. Reconveyance, Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee: Trustee shall reconvey the Property without warranty and without charge to the person or persons

23 Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor frustee to any Trustee appointed hereunder. Without conveyance of the Property; the successor trustee shell succeed to all the title, power and duffes

4. Attorneys Pees. As used in this Security Instrument and in the Note, "attorneys" fees shall include any

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this Security Instrument; the covenants, supplement the covenants and agreements [Gleck applicable box(es)].	ruments Express more notes are executed by and agreements of each such rider aball by or his Security Institute of as if the rider's Condomining River Planned Units Development Rider Rate Improvement Rider	Free a port of this Security Austronians.
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personally known to me (or proved to me on the basis of satisfactory explence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) for the entry upon behalf of which the person(s) acted, executed the instrument the person of the instrument the person of the entry upon behalf of which the person of acted, executed the instrument that instrument the person of the instrument that it is not acted, executed the instrument that is not acted, executed the instrument that it is not acted, executed the instrument that it is not acted, executed the instrument that it is not acted.

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Tore messive undersigned a Bolary built in and for the said State personally.

OFFICIAL SEAL SHABON M. HERMOON

Notary Public - Callfornia

SAN BERNARDING COUNTY My Comm. Exp. Hov. 1, 1996

March 29, 1994

WITNESS my hand and official scale

NOTÁRYIS SIGNATURE

THIS CERTIFICATE IS TO

appeared so charles W. Wobser—

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[OGETHER] WITH all the imployed entits row or hereafter effects bit the property, and all easements, appurenances, and going is referred to in this security instrument as the property.

BORROWER COMMISSION OF THE PROPERTY.

BORROWER COVENANTS that Borrower is lawfolly selsed of the salars hereby conveyed and has the right to grant and energily the title to the Broperty analysis unlengthered, except to ensumbrances of record. Borrower warrants and will deem and enables subject to any charmbrances of record.

REGON: Single Equity: Panale Moe/English Many forces.

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Le Payment of Principal and interest: Prepayment and Lare Orier des. Encover shall promptly pay when the the the payment and interest on the deur evidenced by the Note and any prepayment and luter thanks due under the Note.

Funds for Taxes and Insurance. Subject to applicable law or to a Valiton valver by Londer, Borrows shall pay to Leridar, on the iday monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lier on the Property; (b) yearly less shold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance prentions; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any, and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premions. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Heal Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. -8 2601 et sag: ("RESPA"), unless another law that applies to the Funds sets a juster amount. If so, Lender may, at any time, collect and nold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items of otherwise in accordance with applicable law.

The Funds shall be held it an institution whose deposits are insured by a faderal agency, instrumentality, or entity including Lender, if Lender is such an institution) or in any Federal Home Loanstank. Lander shall apply the Funds to pay the Escrow ltems. Lender may not charge Borrower for holding and applying the flands, arrivally disalyzing the escrow account, or verilying the Escropy items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. flowever. Lander may require Borrower to pay a one-time charge for an independent real estate tox reporting service used by Lander in connection with this loan, unless applicable law provides otherwise. Unless an extending the made or applicable law requires interest. to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in whiting, however, that interest shall be paid on the Funds. Lender shall give to Benever without charge, an annual accounting of the Eurids, snowing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pleaged

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is riob sufficient to pay the Escrowliterns when due, Leeder may so notify Borrower is writing, and, in such case Borrower shall pay to Lender, the amount necessary to make up still deliciency. Borrover shall make up the descioncy in no more than twelve monthly

Upon payment in full of all sums secured by this Security Jastrandent, Lander shall promptly refund to Borrower any Funds held by Lender. If finder paragraph 21, Lender shall acruste or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lendet at the time of acquisition or sole, as a credit against the sums secured by this Security

3. Application of Payments, doless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third; to interest due; fourth, to principal due; and last; to any late charges due under the Note.

4. Charges; liens. Borrower shall pay all taxes, assessments; charges, lines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these cobligations in the manner provided in paragraph 2, or if not paid in that meriner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lander all notices of amounts to be paid under this paragraph. # Borrower makes these payments directly. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) contests in good faith the lien by, or desends against enforcement of the lier, in, legal proceedings which in the Lender's opicion operate to prevent the enforcement of the lien; or (a) secures from the holder of the lien an agreement subsectory to Lender subordinating the lien to this Security Instancent. If Eender determines that any part of the Property is subject to a lieuwhich may allain priority over his Security Instrument, Lender may give acrower, a notice identifying the den. Borrower shall satisfy the ben of take one of more of the actions set forth above within 10

5.5 Hezard on Property Insurance. Borrower shall keep the improvements row existing or hereafter erected on the Topetty insured against loss by fire, hezards included within the term sex ended coverage and any other hazards, including floods or llooding, for which Lender requires insurance. This insurance shall be integrated in the amounts and for the periods that Lander dures a the unsurance carries providing the insurance small be cliqued by complete subject to Listidad's approval which shall not be

orably withheld. It Borover fails to maintain coverage described above, Leriter may, at Landor's option, obtain coverage to thenders agains in the Property In action ances with paragraph 7.

shall have the right to hold the policies and renewal. Hat ender reduces 5000 were hall promptly give to Lender at recision of premiums and renewal make event of loss; borrowers hall one prompt source to the insurance carrier and Lender may make brick of finds of the prompt of loss; the transfer and Lender may

Unless Lender and Borrower otherwise agree in whining insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair of the issue conomically reasible or Lenderd security would be lessened the insurance proceeds shall be applied to the same secured by this Security Instrument, whether or not then the, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the assurance carrier has offered to settle a claim, then Lender may collect the instrument, whether or not then due. The 30-day period will begin when the notice is given.

Europess: Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the morthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's righted any insurance policies and proceeds resulting from damage to prior to the acquisition shall pass to Lender to the extent of the stimes secured by this Security Instrument immediately

Leaseholds. Borrower shall occurry, establish, and use the Property as Borrower's principal residence within story days after the execution of this Security Instrument and shall continue to occurry the Property as Borrower's principal residence within story days after the after the date of occupancy, unlass Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's correct. Borrower shall not destroy, damage or impair the Property of deteriorate, or compit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, unpair the lien oreated by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to be default if Borrower, during the loan application process, gave connection with the loan evidenced by the Note; including, but not limited to representations concerning Borrower's occupancy of the Property as a principal residence if this Security Instrument is or a leasehold, Borrower shall comply with all the provisions of the lease within.

7. Protection of Liender's Right's in the Property II. Borrower, tails to perform the covenants and agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property Isochias a proceeding in bankriptcy, probate, or condemnation or forfeiture or to enforce lave or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action winder this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shell become additional debt of Borrower secured by this Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of Borrower are under the payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Morroage insurance of Lender regularly managed that are the payable in the payable of the

8. Mortgage insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender Japses or veases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurance greater to the cost to equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each fronth a sum equal to or a breakful of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be an effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, it mortgage insurance coverage in the amount and for the person that Lender required by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain the mortgage insurance ends in accordance with any written agreement between Borrower and Lenders provided by

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In the eyenr of a total tiking of the Property the proceeds shall be applied to the sums secured by this Securey because a whether or not their due, with any excess paid to Borrower. In the event of a partial taking of the Proverty in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sams secured by this Securby Instrument inumediately, before the taking, unless Borrower and Lender otherwise agree in whing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total ancant of the sums secured immediately before the taking, divided by (b), the fair market value of the Property immediately before the taking. Any balance stell be paid to Borrower Ir the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law off savise provides, the proceeds trial be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandched by Borrower, or it, after notice by Lender to Borrower that the condemnor offers to make an award on settle a claim for damages, Borrower falls to respond to Lender William 20 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration of repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

- 11. Borrower Not Released: Forbearance By Lander Not a Waivet. Extension of the time for payment or modification of amonization 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 of Borrower's successors in interest. Lender shall not be required to commerce proceedings against any successor in increst or refuse to extend time for payment or otherwise mostly amorpization 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.
- 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 17. 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 consigning this Security Insurment 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 Securety. 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 of the Note without their Borrower's consent.
- 13...Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges. and that law is finally interpreted so that the interest of other foan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums aready collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender, may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borover provided for in this Security Instrument shall be given by delivering it or by making 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 other address Lender designates by notice to Borrower, Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower of Lender when given as provided in this paragraph.
- 15. Governing Low; Severability. This Security Instrument shall be governed by federal law and the law of the quisdiction in which the Property is located in the event that any provision of clause of this Security Instrument or the Note conficus with applicable law, such conflict shall not affect other provisions of the Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Insportant and the Note are declared to be severable.
 - 15 Borrrawer's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial interest to Borrower. It as or any purt of the Property or any interest in it is sold or transferred for of a benegicial interest in Borrover is sold brushsterrest and Borrover is not a natural physical value of Lenders since written consent Lenders may, as as opion, require immediate payment in Let of all sums secured by the Security Instrument However, this opion shall for he exercised by Lender & exercised by Japena law as of the date of the Security

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188 Borrower's Bight to Reinstales (Caprower meets certain contilions, Borrower shall have the right to have est account of this Security Instrument discontinued at any lime price to be earlier of: (a) 5 days (of such other period as applicable law may specify for reinstatement) before sale of the Property busyant to any power of sale contented in this Security Instrument, or (t) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pays Lender all suchs which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any getault of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, Including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain taky effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under garagraph 47.

19. Sele of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrover. A sale may result in a change in the entity known as the "Loan Servicer" that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the Change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also conthin any other information required by applicable law.

20. Hazertlous Substances. Borrower shall not cause of permit the prisence, use, disposal, storage, or release of any Hazardous Substances on or in the Property Borrower shall not do, not allow anyone else to de, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Flazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remediations in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and neibicides, volatile solvents, materials containing aspectos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to hearth, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give rotice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lander shall be entitled to coffect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not smited to, responsible attorneys' fees and costs of title evidence.

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 notice of sale in the menner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sall the Property at public excellent to the highest bidder at the time and place and under the terms ideal parts in the normal sale in the representation to the state of the time and place and under the terms ideal parts in the normal sale in the property by public announcement at the time and place of any previously scheduled sale Lender of the designee may purchase the Property at any sale.

warranty expressed on implied of the purchaser Trustee's deed conveying the Property without any constrainty statements made therein. Trustee state excited in the Trustee's deed shall be prime facts enderse of the trust) of the sale including but not limited to reasonable Trustee's and attorneys' fees; (b) to all the sums secured by the Series of the sale in the sums secured by the Series of the sale in the same secured by the shall deliver to the purchaser Tilustee's deed conveying the Property without any chreets. 22. Reconveyence: Upon payment of all sums secured by this Security Instrument, Lender that request Trager reconvey the Property and an all surrender this Seconty Instructort and all notes evidencing dabt secured by the Security instructor reconvey the Property and shall surrender this security instrument and all notes evidencing dept secured by the Security Exercises. Trustee shall reconvey the Property evidout warranty and without charge to the person or persons legally enchied in it. Such Persons sharpley any recommodate to some temore Trustee and appoint a successor mistee to any invent 23. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee and appoint a successor trustee to any Trustee conferred upon Trustee herein and by applicable law.

24. Afterneys: Fees. Assused in this Security Instruction and in the Note, "attorneys laces" size for power built discert and in the Note, "attorneys laces" size in the power built discert Security Instrumentable court according to the Caculity Instrument. If one or more oders are executed by Sorrower and recomming according to the covernants and all regiments of this Security Instruments of each such oder shall be incorporated into and sold anceromal openions of the incorporated into and sold anceromal openions of the incorporated into and sold anceromal openions are secured and and sold anceromal openions are secured and sold anceromal openions are secured and sold anceromal openions are secured and sold anceromal openions. Condominium Rider O Harman Ros Transfed Unit Development Bider Balloon Hider [] Blookly carning those Other(s) (spenfy) E Pare Improvement Rider Second Home Filder BY SIGNING BELOW, BO ower accepting and agrees to the territs and convenients contained in this security instrument and __-IS an -Barro ve (Sea) -Beaton es ATE OHOBEGON Liseg Фентом г betecusily appeared the above traned Nuntary actains send. and acknowledged OFFICIAL SEAL
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