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01-30-91 Deed of Trust CR

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TOGETHER with all the improvements now or herealt r crected on the property, and all easements, rights, appur mances, and rents (subject however to the rights and au horities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property"

-2-

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, and that the Proper y is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend senerally the title to the Property against all claims and demands, subject to

encurnbrances of record.

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UNIFORM COVENANTS. Borrowir and Lender cove lant and agree as follows: I. Payment of Principal and Interest Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note, including any variations resulting from changes in the Contract Rate, and late

2. Funds for Taxes and Insurance. Subject to applicable aw or waiver by Lender, Borrower shall pay to Lender on charges as provided in the Note. the day monthly payments of principal and interest are pay ble under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one twelfth o' the yearly taxes as I assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, it any, plus one twelfth of yearly premiure installments for hazard insurance, plus one twelfth of yearly premium instellments for mortgage insurance, if my ill as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and ressonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or

deet of trust is such holder is an institution il lender. I Borrower pays Funds to Lender, the 1 ands shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state mency (including Lender if lender is such an institution). Lender shall apply the Funds to pay said taxes, assessment, ins mance premiun s and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said acx unt or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and a plicable lanv p mits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this I eed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement s m ide or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or arnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debit to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

if the amount of the Funds held by lend r, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, instrance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premium ; and ground rents : s they fall due, such excess shall be, at Borrower's option, citaer promptly repaid to Borrower or created to Borrow r on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount neces ary to make up the deficiency in one or more payments as

Upon payment in full of all sums sec) ed by this Dexd of Trust, Lender shall promptly refund to Borrower any Lender may require. Finds held by Lender. If under pars grath 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than in mediately prior to the sale of the Property or its acquisition by Lender, any Finds held by Lender at the time of upplication as a cred t against the sums secured by this Deed of Trust.

3. Application of Payments. Unlass a oplicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then winterest payable at the applicable Contract Rate, and then to the principal of

4. Prior Mortgages and Deeds of Trust; Charges: iens. Borrower shell perform all of Borrower's obligations the Note. under any mortgage, deed of trust or other security agree nent with a lien which has priority over this Deed of Trust, including Borrower's covenants to inake payments when due. Borrower shall pay or cause to be paid all taxes, a sessments and other charges, fines and i npositions attributable to the Property which may attain a priority over this

Deed of Trust, and leasehold payments or ground rents, i any. 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property issured against loss by fire, hazards inc't ded within the term "extended coverage," and such other hazards as Lender

may require and in such amounts and for such periods as Lender may require. The insurance carrier providing the insurance shall we chosen by the Forrower subject to approval by Lender, provided, that such approval shall net be unreasonably withheld. All insurance policies and renewals thereof shall be in to form acceptable to Lender and shall include a stand ird mortgage clause in favor of and in a form acceptable to ender. Lender shall have the right to old the policies and renewals thereof, subject to the terms of any mortgage,

leed of trust or other security agreement with a lien which has priority over this Deed of Trust. In the event of loss, Borrower shall go e prompt not co to the insurance carrier and Lender. Lender may make proof

Unless Leader and Borrower otherwise agree in wrijig, insurance proceeds shall be applied to restoration or repair of loss if not made promptly by Berrower. of the Property damaged, if the rators ion or repair a economically feasible and Lender's security is not lessened. If the restoration or repair is not econor ically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Securit' Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons he 'roperty, or do s not answer within 30 days a notice from Lender that the insurance carrier has offered to so the claim, then order may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sur as secured by this Security Instrument, whether or not then due. The 30 day period will begin when the lotics is given

Unless Linder and Borrower oth rware agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments reit red to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acq 1 red by Lender, Borrower's rights to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument in mediately prior to the acquisition.

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this is on a concomption of a plant of it to be cooplined, and plant and be development, the by laws and the declaration or covenants creating or s overning the of adominium or planned unit development, the by laws and regulations of the condominium or planned unit development, and constituent documents.

to maintain such insurance in effect und such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's writter age ement or app i able law.

other terms of payment, such amounts (hall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

related to Lender's interest in the Property.

1. Preservation and Maintenance of Property; Less cholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in gc od r pair and shall of commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any respectively. The state of the property and shall comply with the provisions of any respectively. Trist is on a condominium or a plann d 14 if development Borrower shall perform all of Borrower's obligations under

7. Protection of Lender's Security. I Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or pro secting is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon not ce to Borrower may make such appearances, disburse such sums including reasonable attorney's fees, and take such at ion as is neces ary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the lown secured by 1 is Deed of Trust, Borrower shall pay the premiums required

Any amounts disbursed by Lender purs ant to this pan graph 7, with interest thereon at the applicable Contract Rate, shall become additional indebtedness of 13 prower secured by this Deed of Trust. Unless Borrower and Lender agree to

8. Inspection. Lender may make or ause to be me le reasonable entries upon and inspections of the Property. provided that Lender shall give Borrow r notice price to any such inspection specifying reasonable cause therefor

9. Condernnation. The proceeds of as y award or clau 1 for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terris of any mortgage, deed of trust or other security agreement with a lien which has priority over this beed of Trust.

10. Borrower Not Released; Forbe trance By Let der Not a Waiver. Extension of the time for payment or nodification of amortization of the surrs secured by the Deed of Trust granted by lender to any successor in interest of Borrower and all other parties who are or who heres ter may become secondarily liable shall not operate to release, in any manner, the liability of the o ign il Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by thus Deed of Trus by reason of any demand made by the original Borrower and Borrower's successors in interest. A ay forbearance by sinder in exercising any right or remedy hereunder, or otherwise

afforded by applicable law, shall no: be waiver of or p eclude the exercise of any such right or remedy. 11. Successors and Assigns Eoune; Joint and Sweral Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder so ill inure to, the respective successors and assigns of Lender and Borrower, subject to the provision i of paragraph 16 is reof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who cc sign a this Deed of "rust, but does not execute the Note, (a) is consigning this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree () estend, modify, is rbear, or make any other accommodations with regard to the terms of this Deed of Trust or the lote without if at Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to the t Borrower's in crest in the Property.

12. Notice. Except for any not ce required under a plicable laiv to be given in another manner. (a) any notice to Borrower provided for in this Desi of Trust shall be i iven by delivering it or by mailing such notice by certified mail addressed to Borrower at the address tated in the Note or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to I ender shall be given by certified mail to Lender's address stated herein or to such other address as Les ler may design te by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner

13. Governing Law: Severability The state and local laws of the jurisdiction in which the Property is located shall apply except where such laws con lict with Federal law in which case Federal law applies. The foregoing sentence shall not limit the applicability of Federal aw to this Deel of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with a plicable law, st in conflict shall not affect other provisions of this Deed of Trust or the Note which can be given offer without the crafficting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein "costs", "expenses" and "attorneys' fees" include all

sums to the extent not prohibited by applicable law or limited herein. 14. Borrower's Copy. Borrower shall be furnist ed a conformed copy of the Note and of this Deed of Trust, if

requested, at the time of executic n or after recordation hereof. 15. Rehabilitation Loan Agree nent. Borrowar shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan igreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrow r to execute a rideliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in

connection with improvements inact to the Propert . 16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a ben or encumbrance subordinate to this Deed of Trust; (b) a transfer by devise, descent or by operation of law upon the det h of a joint tea int; (c) the grant of any leasehold interest of three years or less not containing an option to purchase; (c) the creation of a purchase money security interest for household appliances; (c) a transfer to a relative resulting from the death of a Borrower; (f) a transfer where the spouse or children of the Borrower become an owner of the property; (g) a transfer resulting from a decree of a dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the projecty (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiar), and which does not relate to transfer or rights of occupancy in the property; or (1) any other transfer or disposition described in regulation prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to s aluate the transferse as if a new loan were being made to the transferes. Borrower will continue to be obligated under the Note and this Deed of Trust unless Lender releases Borrower in writing.

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designated herein.

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If Le ider does not agree to such sale or u and it. Lender may lectare all of the surds secured by this Deed of Trust to be in mediately due und payable. If Lends or cliest such or ion to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragrap 1 1/2 hereof. Such in the shall provide a period of not less than 30 days from the cate the notice is mailed or delivere I within which Borr wer may pay the sums declared due. If Borrower fails to increate the notice is maned or derivered warmin which bort wer may by the sums prior to the expiration (f so h period. Let er may, without further notice or demand on Borrower, pay such sums prior to the capitation is so in period. Let a or may without to the invoke any remedies permitted by paragraph. Thereof. NON-UNIPORM COVENANTS. By rown r and Lender 1 other covenant and agree as follows:

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17. Acceleration; Remedies. Except as provided in faragraph 16 hereol, or as otherwise required by law, the acconstances, remembers, should be provided in paragraph to instruct, or as otherwise required by law, upoa Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower is provided in paragraph 12 here: specifying: (1) the breach; (2) the action required to notice to Borrower is provided in paragraph 12 here: specifying: (1) the breach; (2) the action required to curs such breach; (3) a date, not less the 110 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust 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 nonexistance of a default or any other defense of Borrower to acceleration and sales. If the breach is not cured on or be ore the date s secified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable 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 reasonable costs and expenses incurred in pursuing the remedies provided in this

paragraph 17 including, but not limited to, reasonable attorneys' fees. 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 suse such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the maner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. I fter the lapse of such time as may be required by applicable law. Trustee, without derrand on Borrt wer, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more purcels and in such order as Trustee r nay determine. 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

Lender's designee may purchase the h operty at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any ovenant or warranty, expressed or implied. The realitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trust e shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and a rpenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured b), this Deed of Trust; and (c) the ercess, if any, to the person or persons legally entitled thereto.

18. Borrower's Right to Reinst ite. Notwithstandia; Lender's acceleration of the sums secured by this Deed of Frust due to Borrower's breach, Borrower shall have the ight to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time in for to the earl e to occur of the fifth day before sale of the Property pursuant to the power of sale contained in this D a d of Trust or to (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then die under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other a venants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reaso table expenses incu red by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof including, bit no: limited to, ra sonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to ussure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if

19. Assignment of Rents; Appointment of Rece ver; lender in Possession. As additional security hereunder, no acceleration had occurred. Borrower hereby assigns to Lender the ents of the Pro serty, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, he we the right to collect and retain such rents as they become due

Upon acceleration under paragraph 17 hereof or a randomment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be er titled to enter 1 pon, take possession of and manage the Property and to collect the rents of the Property including the e past due. All ents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of reats, including, but not limited to, receiver's fees, premiums on receiver's bont's and reasonable and rneys' fees, and then to the sums secured by this Deed of Trust.

Lender and the receiver shall be litble to account only for those rents actually received. 20. Reconveyance. Upon payrient of all sums set ured by this Deed of Trust, and if Lender is not committed to make any future refinancings or fut e advances, Le ader shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all 1 otes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without v arranty to the verson or persons legally entitled thereto. Such person or persons

21. Substitute Trustee. In accordince with appli able law. Lender may from time to time remove Trustee and shall pay all reconveyance fees an i can to of recordation, if any. appoint a successor trustee to ary Trustee appointer hereunder. Without conveyance of the Property, the successor

trustee shall succeed to all the titls, power and duties (onferred upon the Trustee herein and by applicable law, 22. Attorney's Fees. As used in this Deed of True and in the Note, "attorneys' fees" shall include attorney's fees, if

which shall be awarded by as y ap cliate court.

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	ender request the holder of Trust to give Notive to be or encumbrance as d of an			er encumbrance with n page one of this De	a lien which has priori of of Trust, of any defau
IN WITHESS	WHEREOF, Borrower ha	as executed 1 is	Deed of Trust.		•
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On this 200	5th day of tu	<u>iquest</u>	, 19 9		cared the above named
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(Official Seal) My Commission ex	pires:		Before me:		0.1
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