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THIS DEED OF TRUST (9 94 . The grantor is	VIEI'	J SABORI a	1 d ANISSA	R SAL	ORI, husband and wife

Corporation	"Borrower"). The trustee is MOUNTAIN TITLE COMPANY, an Oregon
Washington Mutual Savings Bank, which	("Trustee"). The beneficiary is is organized an 1 existing under the laws of Washington, and whose address is 1201 1 ("Lender"). Bo rower owes Lender the principal sum of <u>SIXTY-TWO</u> THOUSAND Dollars
2009 This Security Inst interest, and all renewals, extension a and under paragraph 7 to protect the sucuri agreements under this Security Instrum Trustee, in trust, with power of sale, the fi	tebt is evidence: by Borrower's note clated the same date as this Security Instrument ments, with the full debt, if not pald earlier, due and payable on <u>September 1st</u> , ument secure: 1) Lender: (a) the repayment of the debt evidenced by the Note, with modifications o the Note; (b) the payment of all other sums, with interest, advanced y of this Security Instrument; and (c) the performance of Borrower's covenants and ent and the N x a. For this purpose, Borrower irrevocably grants and conveys to plowing described property located in KLAMATH
County, Oregon: A PORTION OF TH	ACTS 25 ANI 32, TOWNSEND TRACTS, ACCORDING TO THE

OFFICIAL PLAT THEREOF CITFILE IN THE (FFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, MORE PARTICULARINY LESCRIBED AS FOLLOWS:

SOUTH 74.25 FEET OF EAST 100 FEE OF 107 25 AND THAT PORTION OF LOT 32 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHHASI CORNER OF TRACT 25 OF SAID TOWNSEND TRACTS: THENCE SOUTH ON A LINE PARALLEL TO THE MEST LINE OF SAID TRACT 32 A DISTANCE OF 17.75 FEET; THENCE WEST ON A LINE PARALLEL TO AND 17.75 FEET DISTANT FROM THE NORTH LINE OF SAID TRACT 32 A DISTANCE OF 100 FEET; THENCE NORTH ON A LINE APRALLEL TO WEST LINE OF SAID TRACT 32 A DISTANCE OF 100 FEET; THENCE NORTH ON A LINE APRALLEL TO WEST LINE OF SAID TRACT 32 A DISTANCE OF 100 FEET; THENCE TO THE NORTH LINE OF SAID TRACT 32; THENCE EAST ALONG THE NORTH LINE OF TRACT 32 & DISTANCE OF 100 FEET TO THE POINT OF BEGINNING.

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		[S:n: n]		[City]
Oregon 97603	· ·	("Propert Add	Iroce*).	
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12	ip Code]		- 114	

TOGETHER WITH all the improvements now or here after erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All implacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Securit / Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully selsed of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbers of, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT con bines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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OREGON - Single Family - Fannie Max /Free die Mac UNIFOR A INSTRUMENT

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accordance with applicable law.

principal due, and last, to any late charges due under the Note.

promptly furnish to Lender receipts eviden sing the payments.

 encorement of the lien in, lega proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactor / to L ander subordinarii g the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien 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 (r more of the actions se forth above within 10 days of the giving of notice.
 5. Hazard or Property Insurance. Excrement shall keep the Improvements now existing or hereafter erected on the Property insurad gainst loss by fire, hazards included with n the term "extended x verage" and any other hazards, including floods or flooding, for which Lender requires. This insurance shall be may tained in the and units and for the periods that Lender requires. It is insurance shall be may extended in the and which shall not be unreasonably withheld. If Borrower fails to maintain the anoty with held in the other or to be of the cover which shall not be unreasonably withheld. If Borrower fails to maintain the second of the cover the baland of the periods that Lender requires in the other or the lower fails to maintain. coverage described above, Lender may, at L inder's option, co ain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to ender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. It Lerie er requires, Bor over shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

notice is given

the Property, the leasehold and the fee title shell not merge unless .ender agrees to the merger in writing

and shall be payable, with interest, upon matice from Lender to Ber ower requesting payment.

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Loan #: 01-253-362404-6

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UNIFORM COVENANTS. Borrower and ender covenant a id agree as follows: 1. Parment of Principal and instruct. Pregayment at if Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Not and any propayment at if Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Not and any propayment at if Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Not. and any propayment at if Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Not. and any propayment at if Late Charges. Borrower shall promptly pay when due the principal of and any summers are due under the Not. to any it is any if Late Charges. Borrower shall promptly pay when due the principal of any priority over this Security Instrument as a lien on the Property; (b) yearly leasthold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums. (d) y sarly flood insure to premiums, if any; (e) yearly mortgage insurance premiums, if any; and (i) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, In lieu of the payment of mortgage insurance premiums. These items are called "Escrow item is." Lender may it any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related inority use loan may require for Borrower's sectow account under the federal Real Estate Settlement Procedures Act of 1974 as amended fron time to time, 12 U.S C. Section 2601 et seq. (RESPA'), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any ime, 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 the rrent data and the asonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law

The Funds 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 Federal fome Loan Bank Lender shall apply the funds 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 send is used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or ac plicable 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 writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower without charge an annual accounting of the Funds as when credite and debits to the Funds and the purpose for which aced debit to the surpose for which a Borrower, without charge, an annual accounting of the Funds, she wing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pled ged as additional security for all sums secured by this Security Instrument.

If the Funds was made interfunds are piecided to a additional sector y to all sums secured by this security instrument. If the Funds held by Lender exceed the (mounts permitted) to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of opplicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Elorower 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 common that welve monthly payments, at Lender's sole discretion. Upon payment in full of all sums sor ured by this Security in trument, Lender shall prompty refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the accuisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition of sale as a credit again at the sums secured by this Security Instrument. **3** Application of Devents

3. Application of Payments. Unless applicable law provides of the wise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charg is do a under the Note is econd, to amounts payable under paragraph 2; third to interest due; fourth, to

4. Charges; Liens. Borrower shall pay all taxes, assess nents, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payment is or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that nanner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amount to be paid und in this paragraph. If Borrower makes these payments directly, Borrower shall

Borrower shall promptly discharge any lien which has prio ity over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner ac × ptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien. or (c) secures from the

Unless Lender and Borrower other wise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is not economically feasible and L ander's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be is served, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower, and the property, or does not answer within 30 days a notice from Lender that the insurance carrier has offer d to interfer a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sun s secured by this Security Instrument, whether or not then due. The 30-day period will begin when the

Unless Lender and Borrower otherwise scree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paracriphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is

of the monthly payments referred to in paragraph 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lander, Borrower's right to any line rance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secure(by this Security r strument immediately prior to the acquisition. 6. Occupancy, Preservation, Main ener ce and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal risidence within sixty days after the execution of this Security Instrument and shall continue to occup the Property as Borrower's principal residence of at least one year after the date of occupancy unless Lender otherwise agrees in writing, which consent shall not be unreasonably with 1 ald, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower's hall not be unreasonably with the Property a structure to determine the date of the property ender to the extent of the second Borrower's control. agrees in which, which consent shall not be chreasonably which and or unless extended or provide strategies extended or provide strategies extended or provide strategies extended or provide strategies and the property of deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or provided ing, whether of vill or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise maturals) impair the lien or ated by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 13, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes to the Bort wer'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 (r st r aments 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 lest chold, Borrower's sall comply with all the provisions of the lease. If Borrower acquires fee title to

7. Protection of Lender's Rights in the Property. If Bo n wer fails to perform the covenants and agreements contained in this Security 7. Protection of Lender's hights in the Property. If Bo's were fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding: thut may significantly affect Lender's rights in the Property (such as a proceeding in bankruptoy, probate, for condemnation or forfeiture or to en orce 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 colid, paying reason be attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7 a half become additional debt of Borrower secured by this Security Instrument unless Borrower and Lender agree to other to us of payment, the us amounts shall bear interest from the date of disbursement at the Note rate and ability and be no able with literest theme thes prior the use of payment. Be in ourse the use of the property for the secure of disbursement at the Note rate and be no able with literest theme these payment. Be in ourse the property and Lender agree to other to us of payment, the use amounts shall bear interest from the date of disbursement at the Note rate.

8. Monigage insurance, if Lender required monigage insurance as a condition of making the loan secured by this Security Instrument. Borrower shall pay the premiums required to a lattain the monty generative as a container of maxing the loan section by this Secting instrument. Required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the required by Left farses or ceases to be in effect. Borrower shall be the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, if a contract to the upstant and the cost to be interested by Left and the cost of the mortgage insurance previously in effect. If a contract to the cost of the cost to be interested by Left and the cost of the mortgage insurance previously in effect. If a contract to the cost of the cost to be interested by Left and the cost of the mortgage insurance previously in effect. If a contract to the cost of the mortgage insurance previously in effect. If a contract the cost of the general mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one welfth of the year 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 ander, if mortgage insurance coverage (in the amount and for the period that Lender requires provided by an insurement of the option of ander, if mortgage insurance coverage (in the amount and for the period that the option of a section of available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance at effect to provide a iss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower er of Lender or applic tible law.

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10. Condemnation. The proceeds of the yis + and or claim for cts nages, direction consequential, in connection with any condemnation or

cr demand on Elorrower

avidence.

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

10. Condemnation. The proceeds of the yield and or claim for ct hages, direction consequential, in connection with any condemnation or other taking of any part of the Property; or for on very a noe in lieu of core simultion; are hereby, as signed and shall be paid to Lender. In the event of a total taking of the Property; or for on very a noe in lieu of core simultion; are hereby, as signed and shall be paid to Lender. In the event of a total taking of the Property; or for on very a noe in lieu of core simultion; are hereby, as signed and shall be paid to Lender. In the event of a total taking of the Property; the proceeds shall is applied to the sums secured by this Security Instrument, whether or not inministely 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 otherwise (gree in writing, the sum is secured by this Security Instrument shall be reduced by (b) the fair the roceeds multiplied by the following fraction: (e) the total amount of the sums secured immediately before the taking, of the Property immediately before the taking, unless Borrower and Lender otherwise (gree in writing. Any balance shall be paid to Borrower. In the event of a partial taking of the Property immediately before the taking, unless Borrower and Lender otherwise (gree in writing. Any balance shall be paid to Borrower. In the event of a partial taking of the Property immediately before the taking, unless Borrower and Lender otherwise (gree in writing or unles sampleable law otherwise provides, the proceeds shall be applied to be a mount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the is an and in the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise (gree in writing or unles sampleable law otherwise provides, the proceeds shall be applied to the taking, unless Borrower and Lender otherwise (gree i taking, unless Borrower and Lender otherwise igree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are it en due.

Sums secured by this decurity instrument when er o inclute sums are train due. If the Property is abandoned by Borrowe, or it, after notice by under to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lencer within 30 days. After the date the notice is given, Lender is authorized to collect and apply claim for damages. Borrower fails to respond to Lencer within 30 days. After the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Propert / or to the sums secured by this Security Instrument, whether or not then

Unless Lender and Borrower otherwise a gree in writing, any application of proceeds to principal shall not extend or postpone the due date or the monthly payments referred to in paragraphs and 2 or change the amount of such payments.

or trie montiny payments referred to in paragraphs and 2 or change trie amount of such payments. 11. Borrower Not Released; Forbears nee "by Lender Not a V faiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to a by successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's success or a rinterest. Lender hall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or other mise modify and tization of the sums secured by this Security Instrument by reason of any deniand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall deniand made by the original Borrower or Borrower as successors in interest. Any forbearance by Lender in exercising any right or remedy shall on the a waiver of or preclude the exercise of any right or remedy.

demand made by the original Borrower or Borrower a successors in it terest. Any forbearance by Londer 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 Bournit; Joint and Several Iability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Len fer and Borrower, subject to the provisions of paragraph 17. Borrower's to venants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is to venants and agreements only to mortgege, grant and corving that Borrower's internat in the Property under the terms of this Security instrument; (b) is not personally obligated to pay the sums secure + by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbe ar or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

without that Borrows's consent. 13. Loan Charges. If the loan secure d by this Security list a ment is subject to a law which sets maximum loan charges, and that law is 13. Loan Charges. If the loan secure d by this Security list a ment is subject to a law which sets maximum loan charges, and that law is 13. Loan Charges. If the loan secure d b/ this Security Inst L nent is subject to a law which sets maximum loan charges, and that law is 'inally 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 nece sary to reduce the charge to the permitted limit and (b) any sums already then: (a) any such loan charge shall be reduced by the amount nece sary to reduce the charge to the permitted limit and (b) any sums already to lected from Borrower which exceeded permitted limits will be reluded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making i dire it payment to Born wer. If a refund reduces principal, the reduction will be treated as a partial principal were the permitted to be completed to be the terms of te

Propayment without any prepayment charge index the Note. 14. Notices. Any notice to Borrower pro / ded for in this Sox urity Instrument shall be given by delivering it or by mailing it by first class multuriess applicable law requires use of ar other method. The ret is shall be directed to the Property Address or any other address Borrower multuriess applicable law requires use of ar other method. The ret is shall be directed to the Property Address or any other address de signates by notice to Lender. Any notice to Lender shall be give by first class mail to Lender's address stated herein or any other address de signates by notice to Lender. Any notice to Lender shall be give 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 or Lender when given as provided in this paragraph

Lender when given as provided in this paragraph **15.** Governing Law; Severability. This 3 surity instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provise nor clause of the Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security In and the Note and 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 be severable.

provisions of this Security Instrument and the Note are declared to be severable.
16. Borrower's Copy. Borrower shall be given one conform it copy of the Note and of this Security Instrument.
17. Transfer of the Property or a 3enst icial interest in 1 orrower. If all or any part of the Property or any interest in it is sold or instead of the security Instrument.
If insterred (or if a beneficial interest in Borrower is sold or transfers) and Borrower is not a natural person) without Lender's prior written consent, if and or may at the option, require immediate pay nent in full of all ums secured by this Society Instrument. However, this option shall not be serviced by Lender if exercises is prohibited by 1s feral law as of the 3 late of this Security Instrument.
ercised by Lender if exercises is prohibited by 1s letal law as of the 3 late of this Security Instrument.
fuender exercises this option, Lender shall give Borrower not be of acceleration. The notice shall provide a period of not less than 30 days if be notice is a delivered or mailed which Borrow is must pay all sums secured by this Security Instrument. If Borrower fails to form the option is delivered or mailed which Borrow is must pay all sums secured by this Security Instrument. If Borrower fails to form the option is delivered or mailed which Borrow is must pay all sums secured by this Security Instrument.

to Lender the notice instrument, lender shar give benefitient is to develop and in the notice of a period of a period of the rest and the best of the notice is delivered or mailed whin which Borrow it must pay all sums secured by this Security Instrument without further notice roll use date the notice is delivered or manually minimum bond in manupagian and be stated by this Security Instrument without further notice ray these sums prior to the expiration of the period, Lender may in oke any remedies permitted by this Security Instrument without further notice

If Borrower meets cartain conditions, Borrower shall have the right to have enforcement of this 18. Borrower's Right to Reinstate. If Borrower meets cartain conditions, Borrower shall have the right to have enforcement of this fecurity Instrument discontinued at any time i nor to the earlie 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 Society Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pursuant coven and so may specify instrument. Those conditions are that Borrower: (a) pursuant coven and so agreements; (c) pays all expenses incurred in the Note as fine acceleration had occurred (b) cures any of a ult of any other coven ants or agreements; (c) pays all expenses incurred in unforcing this Security Instrument, includin), but not limited to, reasonable attorneys' fees, and (d) takes such action as Lender may reasonably equire to assure that the lien of this Security Instrument by Borrower, this Security Instrument and the obligations secured hereby shall security Instrument shall continue unchang id. . pon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall security Instrument shall continue unchang id. . pon reinstatement by Borrower, this fight to reinstate shall not apply in the case of acceleration under an agreement 17.

aragraph 17. 19. Sale of Note; Change of Loan Hervier. The Note or a partial interest in the Note (together with this Security Instrument) may be sold in a change in the entity (known as the "Loan Servicer") that collects monthly one or more times without prior notice to Berrow r. A sale may real thin a change in the entity (known as the "Loan Servicer") that collects monthly one or more times without prior notice to Berrow r. A sale may real thin a change in the entity (known as the "Loan Servicer") that collects monthly one or more times without prior notice to Berrow r. A sale may real thin a change in the entity (known as the "Loan Servicer") that collects monthly and the sale of the Note and this Security Instrument. The t also may be one or more changes of the Loan Servicer unrelated to a sale of asyments due under the Note and this Security Instrument. The t also may be one or more changes in the scoordance with paragraph 14 above Dayments due under the Note and this Securit / natrument. The e 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 ne ne and address of the new Loan Servicer and the address to which payments should be made.

and applicable raw. The notice will state the name and address of the new Loan Servicer and the address to this apply that attain a payment attain any other information required by applicable law. 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Substances on or in the Property. Borrower shall not equip you have anyone else to do, anything affecting the Property that is in violation of any Substances on or in the Property. Borrower shall not equip you have anyone else to do, anything affecting the Property of small quantities of Environmenta Law. The preceding two services shall not equip you have appropriate to normal residential uses and to maintenance of the Property. Hazardous Substances that are generally recondiced to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall on the notice of any newstigation, claim, demand, lawsuit or other action by any governmental or appropriate to the property that are appropriate to be appropriate to the presence.

Borrower shall promptly give Lender we ten notice of an / nvestigation, claim, demand, lawsuit or other action by any governmental or Borrower shall promptly give Lender written notice of any nvestigation, claim, demand, lawsuit or other action by any governmental or regulatory ager cy or private party involving the Property and a y Hazardous Substance or Environmental Law of which Borrower has actual knowledge. It forrower 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 in prover shall promptly take all necessary emedial actions in accordance with Environmental Law Substance affecting the Property is necessary is orrower shall promptly take all necessary emedial actions in accordance with Environmental Law As used in this paragraph 20, "Hazirdous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: paspine erosene, other the mable or toxic petroloum products toxic pesticides and herbicides, volatile As used in this paragraphize, maximum is outstances are more substances demed as toxic or nazaroous substances by Environmental Law and the following substances gasble in erosene, other "Is mmable or toxic petroloum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos :/ for aldohyde, and a locative materials. As used in this paragraph 20, "Environmental Law" means foderal laws of the jurisdiction where the Property is for ald that relate to health, safety or environmental protection.

NON-JNIFORM COVENANTS Bor ower and Lence further covenant and agree as follows 21. Acceleration; Remedies, and it shall give not is to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security in trument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (i) the default; (b) the a tion 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 is secured; and (d) that failure to cure the default on or before the date specified in the notice may result in quices ation of the sum i secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to elistate after a seleration, and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration in secured by this Security Instrument without further demand notice, Lencer at its option may require imit ediate paragraph 1: full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies g ermitted by applicable law. Lender shall be entited to collect all expenses and may invoke the power of sale and any other remedies g ermitted by applicable law. Lender shall be entited to collect all expenses incurred in parsuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence. NON JNIFORM COVENANTS Boy ower and Lence further covenant and agree as follows

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If Lender Invokes the power of sale; Ler c er shall executes a cause Trustee to execute a written notice of the occurrence of an ownt 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. Len ier or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. A ter the time required by applicable law, Trustee, without demand on Borrower, shall soll the Property at public auct on to the highes bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser. Thistee's deed con eying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed inall to prime facie evision of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expends s of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this B-curity instrument; and (c) any excess to the person or persons legally entitled to it.

22. Reconveyance. Upon payment of (i) sums secured b this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security instrument and all notes e i lencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and Londer shall charge Boric ver a release tee in an smount allowed by applicable law. Such person or persons shall pay any recordation costs.

23. Subsitute Trustee. Lender may fror time to time ren ove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. Attorneys' Fees. As used in this Security instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate count.

25. Riders to this Security Instrument. If one or more tikers are executed by Borrower and recorded together with this Security ins rument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider s) were a part of this Security Instrument. (Check applicable box(es))

Adjustable Rate Rider
Gracuated Payment Rider
Ballcon Rider
Other(s) [specify]

- 19 Kal

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Condor 1 1ium Rider

Rate Imp overent Rider

- 1-4 Family Rider
 Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower accept s and agrees to ne terms and covenants contained in this Security Instrument and n any rider(s) executed by Borrower and recorded with it.

 新福田市1 1941年 - -1941年 - -

mR. Sabori

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ا که اها کهونه My Commission expires: <u>د</u>	209.9.10176	i Nore Die <u> <u> </u> </u>	achington mutual	
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