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09-06-1 4P03:21 RCVD

DIRECTORS MORTGAGE LOWN (ORPORATION RIVERSIDE, CA 92502-321.1

LOAN NIJMBER: 6288039 BRANCH PIN

> MTC 30903 - [Space Abov 3 This Line For Recordin; Data] -DEED OF TRUST

THIS DEED OF TRUST ("Secu ity | istrument") is a ade on VILLIAM O THOMAS AND DONNILU THOMAS, AS FEMANTS BY THE ENTIRETY

AUGUST 10, 1994

The grantor is

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("Borrower"). The trustee is

FIRST AMERICAN TITLE INSURANCE COMPANY OF DREGON, AN OREGON CORP. ("Trustee"). The beneficiary is DIRECT(IRS MORTGAGE LCAN CORPORATION which is organized and existing under the laws of A CALIFORNIA CORPORATION

address is 1595 SPRUCE STREET RIVERSIDE, CA 92507

ONE HUNDRED SIGHT THOUSAND ET HIT HUNDRED AN NO/100

CALIPORNIA

and whose

("Lender"). Borrower owes Lender the principal sum of Thus debt is evidenced by Borrower's note lated the same date as this Security Instrument ("Note"), which provides for month ly payments, with the full debt, if no par earlier, due and payable on This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals. extens ons and modifications of the Note; (b) he payment of all other sums, with interest, advanced under paragraph 7 to protor the security of this Security Instrument; and (c) the performance of Berrowsr's covenants and agreements under this

Security Instrument and the Note. For this p irpore, Borrower ir a vocably grants and conveys to Trustee, in trust, with power of County, Oregon:

2880

39000

OREGON-Single Family-Famile Mac/Freddie Mac UNIFOR & INSTRUMENT

Page 1 . .



LOT 18 IN BLCCK 4 OF TRACT NO. 1069, ACCORTING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OFE JON.

which has the address of LOT 18 IN BLOCK 4 OF TRACT 1069 SITULTE ON TWO RIVERS ROAD CRESCENT, OR 97733 "Property Address";

t 12 KINGS WAY #4 Y CRAMENTO, CA. 95821

(' failing Address");

TOGETHER WITH all the improvements row or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replace nents and additions shall also be covered by this Security

Instrument. All of the foregoing is referred to in his Security Instrument as the "Property." BORROWER COVENANTS that Borrower is lawfully sets d of the estate hereby conveyed and has the right to grant and

convey the Property and that the Property is use noumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against a I claims and dominands, subject to any encumbrances of record. THIS SECURITY INSTRUMENT con bines uniform cover ints for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform a curity instrument covering real property.

UNIFORM COVENANTS. Borrower and Lander covenant and agree as follows: 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

2. Funds for Taxes and Insurance. Subjet to applicable 1 w or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due inder the Note, until he Note is paid in fill, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over the Security Instrument as a lien on the Property; (b) yearly leasehold payments

The Funds shall be held in an institution v ose deposits $u \neq$ insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) > in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and appying 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, Lencer may require Borrower to pay a one-tim: charge for an independent real estate tax reporting service used by Lender in connection with this loan unit is applicable *ev* provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender sidl not be required to pay Borrower any interest or earnings on the Funds.

If the funds held by Lender exceed the amc unt + permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirers ints of applicants 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 Borrower in writing, and, in such case Borrower

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

or ground rents on the Property, if any; (c) yearly | azard or proper y insurance premiun s; (d) yearly flood insurance premiums, if any; (c) yearly mortgage insurance premiuns, 1 any; and (f) is 1 sums payable by Forrower to Londer, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Finds n an amount 1 it to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's scrow account inder the federal Real Estate Settlement Procedures Act of 1974 as a nended from time to time, 12 U.S.C. Section 2601 et set. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and sold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of cult int data and reasonable estimates of expenditures of future

Borrower and Lender may agree in writing, how ever that interest of all be paid on the Funds. 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 pled jed is additional sen rity for all sums secured by this Security Instrument.

shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

Upon payment in full of all sums secured by this Security Inst ument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Le ider shall acquire or sell the Property, Lender, prior to the acquisition or sale

OREGON-Single Family-Fannie Mae/Freddie Mac UNIFOF M IN STRUMENT

Page 2 of 7

Form 3038 9/90 Amended 9/92 D-5058-2 (04/94)

of the Property, shall apply any Funds held by Lender at 1 e time of acquisition or sale as a credit against the sums secured by 2790

3. Application of Payments. Unless a plicable law privides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any preps/ment charges t us under the Note; second, to amounts payable under paragraph 2;

th rd, to interest due; fourth, to principal due; and last, to at y late charges due under the Note. 4. Charges; Liens. Borrower shall pay all taxes, ass a sments, charges, fines and impositions attributable to the Property

Borrower shall promptly discharge any ien which has o iority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien u a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of he en in, legal it ceedings 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 satisfactory to Lender subordinating the lien to

5. Hazard or Property Insurance. Ecrower shall it op the improvements now existing or hereafter erected on the Property insured against loss by fire, harard included with a the term "extended coverage" and any other hazards, including

All insurance policies and renewals that be acceptable () Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and reak wals. If Lender requires, Borrower shall promptly give to Lender all receipts of

inless Lender and Borrower otherwise age ee in writing, a surance proceeds shall be applied to restoration or repair of the Prope ty damaged, if the restoration or reprint is conomically to sible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's ecunty would to lessened, the insurance proceeds shall be applied to the sums

I nless Lender and Borrower otherwise as ree in writing any application of proceeds to principal shall not extend or postrone the due date of the monthly payments it erred to in pars graphs I and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by _encer, Borrower' ight to any insurance policies and proceeds resulting from

6. Occupancy, Preservation, Maintenauce and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Preperty as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to ochipy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise at rees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are teyer d Borrower's (introl. Borrower shall not destroy, damage or impair the Property allow the Property to deteriorate, or commit waste on the Property Borrover shall be in default if any forfeiture action or proceeding, whether sivil or crimina, is segun that in , nder's good faith judgment could result in forfeiture of the Property or otherwise maternally impair the lies on ated by this See with Instrument or I ender's security interest. Borrower may sure such a default and reinstate, as provided in pungraph 18, by susing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, pieclules forfeiture) the Borrower's interest in the Property or other material mpairment of the lien created by this Security Lie trument 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 occupance of the Property as a principal residence. If this Security Instrument is on a leasehold and the fee title shall not merge unless Lea ler agrees to the merger in writing.

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 a ragraph 2, or i not paid in that marner. Borrower shall pay them on time directly to he person ow ad payment. Borrower that promptly furn s to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, forrower shall n omptly furnish to Leader receipts evidencing the payments.

this Security Instrument. If Lender deter nine that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give B) rower a notice dentifying the lien. Borrower shall satisfy the lien or take one or

fle oxis or flooding. for which Lender requires insurance. Thus insurance shall be muintained 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 () maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender is rights in the Proper y in accordance with paragraph 7.

paid premiums and renewal notices. In the even of loss, Borrow er shall give prompt notice to the insurance carrier and Lender.

secured by this Security Instrument, whether) not then due with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Leiu er that the insurance carrier has offered to settle a claim, then Lencer may collect the insurance proceeds L; ider may use it e proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or rot then due. The 30-day period will begin when the notice is given.

damage to the Property prior to the acquisition so dl pass to Lender to the extent of the sums secured by this Security Instrument

leasehold, Borrower shall comply with all the previsions of the ease. If Borrower acquires fee title to the Property, the

OREGON Single Family-Famils Mae/Preddle Mac UNII ORM INSTRUMENT

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7. Protection of Lender's Rights in the Property. If Borrow e^{-1} fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal processing that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, 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 repuirs. Although Lender may take action under this paragraph 7. Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender spree to other thems of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required in crtgage insurants 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 1st sets or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mort age insurance previously in effect, Borrower shall pay the premiums required to cost to Bo rower of the mortgage insurance previously in effect, $\frac{1}{2}$ m an alternate mortgage, insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender month a sum equal to one-twelfth of the yearly mortgage insurance provide by an energy and by Borrower shall pay to Lender month a sum equal to be in effect. Lender will accept, use and retain these payments as a loss reserve in the unsurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in the amount and for the period that Lender requires) provided by an insurer approving by Lender of the becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance to be in effect, or to provide a loss reserve, until the requirement for mortgage insurance eads in accordance with any written agreent and between Bonrower and Lender or applicable law.

9. Inspection. Lender or its agent may 10 ike easonable entres upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspectical specifying real onable cause for the inspection.

10. Condemnation. The proceeds of any awind or claim for lamages, 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 shall be paid to Lender.

In the event of a total taking of the Propert), the proceeds shall is eapplied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Be rrower. 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, or less Borrower and Lender otherwise agree in writing, the sums secured by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the aking, divided by (b) the fair market value of the Property immediately before the aking, divided by (b) the fair market value of the Property immediately before the aking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the aking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the aking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the aking is less than the amount of the sums secured immediately before the aviting or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument wetther or not the sums are then due.

If the Property is abandoned by Borrower, or it after notice by lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to 1 ender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds at its option, si her to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree 1 writing, any upplication of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph s 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By I ender Not a W uver. Extension of the time for payment or modification of unortization of the sums secured by this Security II strument grant x by Lender to any successor in interest of Borrower shall not operate to release the hability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in successor in sters to refuse to x tend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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

OREGON-Sir gle Family-Famile Mae/Freddie Mac UNIF JRN1 INSTRUMENT

lastrument but closs not execute the Note: a) is co-signing this Security Instrument only to mortgage, grant and convey that

and that law is finally interpreted so that the interest or ot a r loan charges collected or to be collected in connection with the ban exceed the permitted limits, then: (1) at y such loan chi ge shall be reduced by the amount necessary to reduce the charge prepayment charge under the Note.

Borrower's interest in the Property under it a terms of this a courity Instrument; (b) is not personally obligated to pay the sums so sured by this Security Instrument; and (c) agrees that Ler c r and any other Bor ower may agree to extend, modify, forbear or Ty ke any accommodations with regard 10 the terms of this is curity Instrument or the Note without that Borrower's consent. 13. Loan Charges. If the loan secured by this Secure) Instrument is subject to a law which sets maximum loan charges,

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to the permitted limit; and (b) any sums already collected to m Borrower which exceeded permitted limits will be refunded to Eurower. Lender may choose to make this refund by reflicing the principal (wed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the eduction will be treated as a partial prepayment without any

14. Notices. Any notice to Borrower provided for in the Security Instrument shall be given by delivering it or by mailing it by first class puil unless applicable last requires use of an a ter method. The notice shall be directed to the Property Address ci any other address Borrower designants by notice to Leicer. Any notice to Lender shall be given by first class mail to

15. Governing Law: Severability. The Security Instrument shall be governed by federal law and the law of the juriscriction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note

16. Borrower's Copy. Borrower shall be given one cont and copy of the Note and of this Security Instrument. 17. Transfer of the Property or a Benefs ial Interest in Forrower. If all or any part of the Property of any interest in it is sold or transferred (or if a beneficial interest in Borrower is a ld or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender nuy, a its option, ro uire immediate payment in full of all sums secured by this

If Lender exercises this option, Lender shall give Borrowe notice of acceleratior. The notice shall provide a period of not less then 30 days from the date the notice so e ivered or maned within which Borrower must pay all sums secured by this

permutted by this Security Instrument without further notice or dout and on Borrower. 18. Borrower's Right to Reinstate. If | orrower meet | certain conditions. Borrower shall have the right to have enforcement of this Security Instrument discontrued at any tire prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of t a Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment en oreing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due upder this Security Ir a rument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or ; gre: nents; (c) pay; all expenses incurred in enforcing this Security Instrument, including, but not linuted to, reasonable attories; fees, and (d) t kes such action as I ender may reasonably require to assure that the lien of this Security Instrument, Lender's ights in the Preserty and Berrower's obligation to pay the sums secured by

19. Sale of Note: Change of Loan Service. The Note or a partial interest in the Note (together with this Security lastrumen:) may be sold one or more times will out prior notice to B prower. A sale may result in a change in the entity (known

Lencer's address stated herein or any other a dress Lender designates by notice to Borrower. Any notice provided for in this Seau ity Instrument shall be deemed to have been given to Bo 1 over or Lender when given as provided in this paragraph.

could cts with applicable law, such conflict shal not affect oth a provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. 'o this end the provisions of this Security Instrument and the Note are declared

Security Instrument However, this option shall tot be exercised by Lender if exercise is prohibited by federal law as of the date

Security Instrument. If Borrower fails to pay thest sums prior to the expiration of this period, Lender may invoke any remedies

this Security Instrument shall continue unchanged. Upon reirs atement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effect ve as if no ac e eration had occurred. However, this right to reinstate shall

as the "Loan Servicer" hat collects monthly pryments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a ale of the Not 2. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance will paragraph 14 a ove and applicable law. The notice will state the name and address of the new Lorn Servicer and the address (which payments should be made. The notice will also contain any other

20. Hazardous Substances. Borrower shill ret cause or pera it the presence, use disposal, storage, or release of any Hazardous Substances on or in the Property. Bont wer shall not to, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The precedu is two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hizard sus Substance: hat are generally recognized to be appropriate to normal

OREGON-Single Family-Famile Mas/Froddle Mac UNIFO (M + STRUMENT

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all necessary remedial actions in accordance with Environmental Law. relate to health safety or environment il protection.

Borrower shall promptly give Les ler written no i e of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or provide party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower I arns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Sul's ance affecting the Property is necessary, Borrower shall promptly take As used in this paragraph 20, 'Her urdous Substances 'are those substances defined as toxic or hazardous substances by

Environmental Law and the following substances: gate ine, kerosene, othe flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvenis materials containing asbestos or for naldehyde, and radioactive materials. As used in his paragraph 20, "Environmental (aw means federal) we and laws of the jurisdiction where the Property is located that

NON-UN/FORM COVENANTS Bo rower and Lender further covenant and agree as follows:

21. Acceleration: Remedies. Lender shall give notk e to Borrower prior to acceleration following Borrower's breach 0' any covenant or agreement in this) curity Instrua ent (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The potice shall spec fy: (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 Borrow, r, by which the default must be cured; and d) that failure to cure the default on or before the data specified in the notice may result in acceleration of the sums to use funder to the default of the of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right o bring a coult action to assert the non-existence of a default or any other delense of Borrower to acceleration and sile. If the deta ilt is not cured on or before the date specified in the notice, Lender, at its option, may require immed ate payment t full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and a 1 other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred n personal the rent dies provided in this paragraph 21, including, but not limited

to, reasonable attorneys' fees and costs (f tid) evidence. If Lender invokes the power of sube, lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lei der's election () cause the Froperty to be sold and shall cause such notice to be recorded in each county in which any par of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law in B) rower and to ther persons prescribed by applicable law. After the time required by applicable law, Trustee, without lemand on Bot rower, shall sell the Property at public auction to the highest

and place of any previously scheduled sale Let der or its design ee may purchase the Property at any sale. Frustee shall deliver to the purchaser i rustee's deed t inveying the Property without any covenant or warranty,

excess to the person or persons legally entitled to it.

entitled to it. Such person or persons shall pay any recordation cost .

therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not imited to, reasonable Trustee's and a tort eys' fees; (b) 't all sums secured by this Security Instrument; and (c) any 2. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to

23. Substitute Trustee. Lender may, from t me to time, r t love Trustee and appoint a successor trustee to any Trustee

appointed hereunder. Without conveyance of the poperty, the sub essor trustee shall succeed to all the title, power r d duties rees awarded by an appellate court.

25 Riders to this Security Instrument. fog; or more ride; are executed by Borrower and recorded together with this Security It strument, the sovenants and agreements () each such rider shall be incorporated into and shall amend and supplement the coverants and agreements of this Security In trun ent as if the rick r(s) were a part of this Security Instrument. [Check applicable box(es.] A ljustable Rate Rider

Graduated Payment Rider **Balloon Rider** V.A. Rider

]Condominium Rid u Pl nned Unit Development Rider R: e Improvement Rider []] O'i er(s) [specify] OREGCN-5 ingle Family-Famile Mae/Freddie Mac UNIFOF1 | INSTRUMENT

1-4 Family Rider Biweekly Payment Rider La J Second Home Ride,

> Form 3038 mende D-5058-6 (04/9

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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 Trustie determines. Trustee may postpole sie of all or any parcel of the Property by public announcement at the time

expressed or implied. The recitals in the | rust e's deed shall be prima facie evidence of the truth of the statements made

reconver the Property and shall surrender this courty Instrut and all notes evidencing debt secured by this Security Instrument to Trustee shall reconvey the property without warranty and without charge to the person or persons legally

24. Attorneys' Fees. As used in this Security Instrument arc in the Note. "attorneys' fees" shall include any attorneys'

BY SIGNING BELOW, Borrower eccepts and agre a to the terms and covenants contained in this Security Instrument and 27906 in any rider(s) executed by Borrower and recorded with it / Witnesses: meb (Sea) -Borron /er DONNALU THOMAS (Seal) -Borrower (Seal Borrow a (Seal) -Borrower STATE OF CALIFORNIA COUNTY OF ______) ss: On August 30 th [1], before me. <u>Tammi</u> Williams. a Notary Public in and for said count / ard state personally appeared Donnalu Thomas: personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the withir instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capac ty(i)s), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. Witness my hand and Official Seal signature: Samme Will a: nd TAMMI WILLIAMS omm, # 102782 OREGON-Singlo Family-Famile Mae/Freddie Mac UNIFOLM IN STRUMENT Page 7 of 7 m 203a D-5058-7 (04/94)

SECOND HOME RIDER

. 19 94 AJGUST THIS SECOND HOME RIDER is made on this 10TH day of and is incorporated into and shall be deemed to amend and a pplement the Mortgage, Deed of Trust, or Security Dead (the "Security Instrument") of the same date given by he undersigned (the "Borrower," whether there are one or more persons undersigned) to secure 8 prower's Notes o

DIRECTORS MORTGAGE LOAN CORFORTION.

(the "Lender")

A CALIFORNIA CORPORATION of the same date and covering the property described in the Security Instrument (the "Property"), which is located at:

LOT 18 IN BLOCK 4 OF TRACT : 069 SITUATE ON TWO RIVERS ROAD (RESCENT, OR \$7733

Property Add ress

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Unifo m (ovenant 6 of 1 e Security Instrument is deleted and is replaced by the following:

6. Occupancy and Use; Preservation Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrover shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Proper y available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing o other shared ownership arrangement or to any rental pool or agreement that requires Borrev er either to reat the Property or give a management firm or any other person any control over the occur ancy or use of the 's sperty. Borrower shall not destroy, damage or impair the Property, allow the Property to eteriorate, 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 judgment could result in forfeiture of the Property of otherwise materially impair the lien created by this Security Instrument or Lender's security interest. I orrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or $p \tau$ seeding to be dismissed with a ruling that, in Lender's good faith determination, preclules prfeiture 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 ban 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 and use of the Property as a second home. 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 the fee title shall not merge unles Le ider agrees to 1 e merger in writing.

MULTISTATE SECOND HOME RIDER - Single amily - Freddie Y as UNIFORM INSTRUMENT

Form 3890 9/90

LOAN NUMBER: 6288039 PIN

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D-5600-1 (03/94)



1000 27908 BY SIGNING BELOW, 3 prover accepts and agrees to the terms and provisions contained in this Second Home Rider. NITHIAM C. THOMAS -Bor over DONNALU THI MAS _(Seal) -Borrower -- (Se 1) -Borrower __(Seal) -Borrower -- (Seal) -Borro + r (Seal) Borrower

MULTISTATE SECOND HOME RIDER - Single Fi mily Freddie Mac UII FORM INSTRUMENT LOAN NUMBER: 6288039 PIN

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Form 3890 9/90

D-5600-2 (03/94)

PLANNED UNIT DEVELOPMENT RIDER 27909 THIS PLANNED UNIT DI VEI OPMENT RID, R is made this 1994, and is incorporated in (and shall be is emed to amend and supplement the Mortgage, Deed of Trust of Security Deed (the "Security Instrument") of the ame date, given by the undersigned (the "Borrower") to secure DIRECTORS MORTGAGE LOAN COUPORATION, A CALIFORNIA CORPORATION of the same date and covering the Property described in the Security Instrument and located at: LOT 18 IN BLOCK 4 OF TRACT 1069 SITUATE ON TWO RIVERS ROAD RESCENT, () 97733 (the "Lender") The Property includes, but is not lin ited to, a parcel of h ad improved with a dwelling, together with other such parcels [Proj arty Address] COVENANTS CONDITIONS AND RESTRICTIONS AS RECORDED (the "Declaration"). The Property is a out of a planned unit development known as (the "PUD"). The Property also include: Borrower's in t est in the homeov/ners association or equivalent entity LITTLE DESCHITES RIVER WOOD ;; cwning or managing the common arts as i facilities of b PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest. PUD COVENANTS. In addition to 1 e covenants and agreements made in the Security Instrument, Borrower and Londer further covenant and agree as fo low-A. PUD Obligations. Borrower shal perform all (f Borrower's obligations under the PUD's Constituent A. FOD CONSTITUES. DONOWER SHET PERFORM ALL CONTOWERS CONSTITUES UNDER THE FOLD'S CONSTITUENT Decuments. The "Constituent Documents" are the: (i) Dec aration; (ii) articles of incorporation, trust instrument or and equivalent document which creates the Dwners Association; and (iii) any by laws or other rules or regulations of au) equivalent for the former which creates the "which association, and (in) any by laws of other rules of regulations of the Owners Association. Borrower shall pro aptly pay, why due, all dues and assessments imposed pursuant to the B. Hazard Insurance. So long as the () vners Association maintains, with a generally accepted insurance carrier. a "naster" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance a master or market poncy manning the property which is samplaciony to reduce and which provides manned coverage in the amounts, for the periods, and against the haza de Lender requires, including fire and hazards included (i) Lender waives the provision n b uform Covense 2 for the monthly payment to Lender of the yearly premium installments for bazard insurance on the Property; and (ii) Borrower's obligation under Un form Covenant 5 to maintain he zard insurance coverage on the Property is deemed satisfied to the extent that the required covers ze is provided by the Owners Association policy. Eorrower shall give Lender prompt notice of any lapse to required hazard insurance coverage provided by the master or blanket policy. MULTISTATE PUD RIDER - Single Family - Fannks Mary Treddle Mac UN: F JRM INSTRUMENT LOAN NUMBER: 6288039 PIN

Form 3160 9/90 D-6062-1 (07/94) In the event of a distribution of hazard i surrance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, as proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Bor owe shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy accept ble in form, amount and extent of coverage to Lender.

D. Condemnation. The proceeds of any ward or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance a lieu of condet nation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrewei shall not, excert after notice to Lender and with Lender's prior written consent, either partition or subdivide he Property >> consent to

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Cors ituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional many gement and as sumption of self-many gement of the Owners Association;

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender

or

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F. Remedies. If Borrower does not pay PUD dues and a sessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall be a me additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be a interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and a grees to the terms and provisions contained in this PUD Rider.

WILLIAM O. TECMAS	(Seal) -Borrower	X Dimiali - Ulima-	(Seal) -Borrower
	(Seal) -Borrower		(Seal) Borrower
	(Seal)	~	(Seal)

Borrower