Loan Number 4198093

90415



Submitted for Recordation

By and Return to

BANK OF AMERICA OREGON 21000 N.W. EVERGREEN PARKWAY HILLSBORO, OR 97124 ATTN: SHIPPING DEPARTMENT

- JUTC 37955-KR

## DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on OCTOBER 13, 1994. The grantor is WILLIAM R WASILCHEM, AN UNMARRIED PERSON, AND LEON G BUSH, A MARRIED PERSON

> ("Borrowe"). The truster is KLAMATH FALLS TITLE CO ("Trustee'). The beneficiary's BANK OF AMERICA OREGON, A

STATE CHARTERED BANK under the laws of THE STATE OF OREGON PARKWAY HILLSBORO, OR 97124 , which is organized and existing , and whose address is 21000 N.W. EVERGREEN

("Lender").

Borrower owes Lender the principal sum of THIRTY FIVE THOUSAND SIX HUNDRED AND 00/100 Dollars (U.S. \$ 35,600.00 ). This debt is evidenced by Borrower's

10-31-94P02:42 RCVD

note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 01 2024 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevoce bly grants and converse to Trustee, in trust, with power of sale, the following described property located in <u>KLAMATH</u>.

> LOT 8, BLOCK 13, NORTH KLAWATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

00000	97601	("Pro	erty Address")				
			Street	· 전 강화 : [		City	
227 LOWELL					KLAMATH FALLS	C:+_	_ '
which has the	address of	고 계상, 그 지, 문			目的相称。	4	
		이 것이는 것을 것을 찾는 것을 수 있다.		自動 結었다.	開発に認知った		
ASSESSORS	PARCEL N	MBER: 380902988051	00				
		그렇게 너 안전화 만물.		制制制度			
		그렇고 한 편지로 물					
后端: 1994年) 第五日二週(日本)		- 電話 2012年1月1日			을 가난 사람을 가는 남자 가슴이 가지. 이 사람을 가는 날 것이 있는 것이 가지. 이 사람은 것이 가지 않는 것이 있는 것이 같이 있는 것이 있는 것이 있는 것이 있는 것이 있는 것이 있는 것이 있는 것		
	승규 모양감						
北湖 日朝鮮日日		구성님, 너희 삼촌과 물수없.	- 勝麗山 人名法阿瑟人 主	- 「椀香茶」、読み得いた。	한 동안동물 수업 옷이를 수 있는 것이다.		-

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is une cumbered, 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 combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security ins rument covering real property.

OREGON-Single Family- FNMA/FHLMC Uniform Instrument RE-728-OR 06/3-1 Page 1 of 5

Zip Code

RE-728-OR 06/94

Form 3038 9-90 87280810

# 33711

### UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

新聞

1. Payment of Principal and Interest; Prej ay ment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Not and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to a plicable law of to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premium; if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These tems are called "Escrow Items." Lender may, at an *i* time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended 'rom time to t me, 12 U.S.C. SS 2601 *et. seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender r 1ay, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimiste t the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or other wise 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 Home 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 Eorrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Let der shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that increast shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Bunds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the 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 shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or 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 holder of the lien an agreement satisfactory to Lender subordinating 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 and tice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires Borrower 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is conomically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, 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 abandons the Property, or does not answer within 30 days a nonice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any app ication of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, B prower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall bass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

### OFEGON-Single Family- FNMA/FHLMC Uniform Instrument

RE-728-OR 06/94

-Sing	le Fami	IV- ENIDA	a Glike I.		- 10 1 I I C	terms of	this C	Borrower man	obligated to nav the
/94	1100	T LINEAL	FHLMC I	Uniform		1022	s security	Instrument	to extend modify
		에 이상을 위한다. 이 관계에 가지 않는		Uniform inst	ment			the	to extend, modify, Note without that
						3 of 5	4 <u>66 8</u> 4660	희망에 너희가 가	that
	, <b>M</b> U	10/13/94 1:	45 PM 410			o or B	AND REAL		E
			1.13	0023	山美 淵		日本市 御法:		Form 3038 9-90
				을 남편되었				승규는 물건을 가지?	R7280820

lude the exercise of any right or remedy. 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of Several Liability; Co-signers. The covenants and agreements of 12. Successors and Assigns bound; Joint and Several Liam my; 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 the provisions of the provision of the provis and become in the second state of the second s paragraph 17. Borrower's covenants and agreements shall be joint and several. Any borrower who co signs this Security Instrument but does not execute the Note: (a) is corst gning this Security instrument only to mortgage, grant and convey that Parameter's interest in the Property under the terms of this Security Instrument (h) is not personally obligated to pay the Borrower's interest in the Property under the terms of this Security instrument; (b) is not personally sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agrees that the terms of this Constitution of this Security instrument; and the terms of this Security instrument; (b) is not personally for the terms of this terms of this Constitution of the terms of terms of the terms of the terms of ter forbear or make any accommodations with regard to th OFEGON . d to pay the 1E-728-OR 08

Is secured by this security histroment, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or constructed of the monthly payments referred to in paragraphic to 1 and 2 or shares the amount of such payments Unless Lender and Dorrower Otherwise agree 11 writing, any application of proceeds to principal shall not exter postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. It Referred Borbarration Sty Londer Methe Weiver Extension of the time for payments. pone the que date of the monthly payments reterring to in paragraphs 1 and 2 or enange the amount of such payments. 11. Borrower Not Released; Forbearatice By Lender Net a Waiver. Extension of the time for payments or intervention of the time for payment or intervention of the time for 11. Horrower Not Keleased; Forbearatice by Lender Not a watver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Decomposite to a payment of the sums secured by the science Decomposite and a successor in interest of the science of the s mouncation of amortization of the sums secured by this becurity instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against unit clicocopy in the required to extend time for payment or otherwise 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 iny successor in interest or refuse to extend time for payment or otherwise modify amount interest in the commendation of the original borrower of sour demond mode by the original Dorrower not be required to commence proceedings against duy successor in init rescor refuse to extend time for payment of outerwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successor is interest. Any fortherest calls I ander in available any sight on remedy shall not be a weiver of or modify amortization of the sums secured by this be sum y instrument of reason of any demand made by the original borrower or Borrower's successors in interest. Any forbearat ce by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree it. writing or unless applicable law otherwise provides, the sums and to the sums accured by this Consulty Potential to the sums accured by this Consulty Potential to the sums accured to the sums accured by this Consulty Potential to the sums accured by the sums accured by the sums accured to the sums accured by the su proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. iceds shall be applied to the sums secured by this security instrument whether or not the sums are then due. If the Property is abandoned by Borrower, ()r if, after notice by sender to Borrower that the condemnor offers to make an a conserve a claim for demages. Reserves fails to reasond to I order within 20 days often the data the action in time If the reoperty is abandoned by borrower, or if, after notice by sender to borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given. award or settle a claim for damages, Dorrower faill to respond to Lender within 50 days after the date the notice is given. Lender is authorized to collect and apply the proces is, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security In the event of a total taking of the property, the process shall be applied to the sums secured by this becurity Instrument, whether or not then due, with any excess paid to Bort ower. In the event of a partial taking of the Property in which the follower to the back the back to the back to the taking is called the taking is called the taking of the property in which instrument, whether or not then due, with any category paid to born ower. In the event of a partial taking of the rioperty immediately before the taking is equal to or greater than the amount of the sums secured by this Contains Instrument immediately before the taking unless Romonues and I and a otherwise agree in writing the sums 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, unles: Borrower and Lender otherwise agree in writing, the sums control by this Security Instrument shall be reduced by the arrely of the proceeds constitution by the following fractions (a) by this Security Instrument immediately before the taking, unles : porrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sume canter immediately before the taking, divided by (b) the fair market value of the Property secured by this security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property in mediately before the taking of the Property in which the total amount of the sums secured immediately before the taking, divided by (D) the fair market value of the roperty immediately before the taking. Any balance shall be paid to Borro ver. In the event of a partial taking of the Property in which the fair mediately before the taking are been the amount of the sume secured immediately. immediately before the taking. Any balance shall to paid to borro ver. In the event of a partial taking of the rioperty in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking unless Research and I ender otherwise agree it mething or unless applicable law otherwise around a the

10. Condemnation. The proceeds of any award or clain for damages, direct or consequential, in connection with any amount of the proceeds of any award or clain for damages, direct or consequential, in connection with any amount of the proceeds of any award or clain for damages, direct or consequential, in connection with any amount of the proceeds of any award or clain for damages, direct or consequential, in connection with any amount of the proceeds of any award or clain for damages, direct or consequential, in connection with any amount of the proceeds of any award or clain for damages in the of condemnation, are barely assigned and IV. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and abalt he paid to I and a

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

Ment. 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this write Instrument Romover shall you the premiums required to maintain the mortgage insurance in affact If for any 8. Mortgage insurance. If Lender required mortgage insurance as a condition of making the ioan secured by the premiums required to maintain the mortgage insurance in effect. If, for any secure the posterior of concerts he is effect. Borrowith the premiums 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 Lends r lapses or ceases to be in effect. Borrower shall pay the premiums and to obtain a statement of the reason, the mortgage montaine coverage to jured by Leman Plapses or ceases to be in effect, borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially antibulated to the cost to Receiver of the mortgage insurance previously in effect, at a cost substantially required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, and a substantially equivalent mortgage insurance previously in effect. equivalent to the cost to borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender approved by Lender the vessly mortgage insurance previously in effect, from an alternate mortgage insurance coverage is not available, Borrower shall pay to Lender approved by Lender the vessly mortgage insurance previously in effect, from an alternate mortgage insurance coverage is not available. Borrower shall pay to Lender approved by Lender the vessly mortgage insurance previously in the pair and by Romower when the insurance coverage is not available. approved by Lender. It substantially equivalent mortgage insurance coverage is not available, borrower shall pay to Lender each month a sum equal to one twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lanced or ceased to be in effect. Lender will eccent is seend retain these coverants as a loss receive in lieu of mortgage each month a sum equal to one tweirthot the yearly mortgage insurance premium being paid by Dorrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, i se and retain these payments as a loss reserve in lieu of mortgage insurance for any paid of the option of Lender if mortgage insurance coverage (in the coverage lapsed or ceased to be in effect. Lender will accept, it seand retain these payments as a loss reserve in fleu of mortgage insurance. Loss reserve payments may no lot ger be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that I ender populated) provided by an incluser approved by I ender equip becomes available and is insurance. Loss reserve payments may no ici ger be required at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender riquires) provided by an insurer approved by Lender again becomes available and is amount and for the period that Lender riquites) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiu his riquired to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance is effect, or to provide a loss reserve. obtained. Dorrower shall pay the premit his required to mail tain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or

R7280R30

Lender's actions may include paying any sums secured ty a nen which has priority over this decurity instrument, appearing in court, paying reasonable attorneys' fies and entering on the Property to make repairs. Although Lender may take action under this property to make repairs. Although Lender may take action under paragraph /, Lender does not have to do so. Any amounts disbursed by Lender under this part graph 7 shall become additional debt of Borrower secured by this rity Instrument Unless Romower and U ander agree to the terms of comment these amounts shall been interest from the Any amounts dispursed by Lender under this part graph / shall become additional debt of borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the data of dishumament at the Mote rational shall be pauchle with interest upon notice from Lender to December from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

б.

Occupancy, Prese, vation, Maintenance and Protection of the Property: Borrower's Loan Application: 0. Occupancy, Frese, Val On, Vianichance and Frotection of the Property: Borrower's Loan Application: Leaseholds, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the available of this Contact I Institute and the Henderty as Borrower's principal residence within sixty days after and the Henderty as Borrower's principal residence within sixty days after and the Henderty as Borrower's principal residence within sixty days after a second state and the Henderty as Borrower's principal residence within sixty days after a second state and the Henderty as Borrower's principal residence within sixty days after a second state and the Henderty as Borrower's principal residence within sixty days after a second state and the Henderty as Borrower's principal residence within sixty days after a second state and the Henderty as Borrower's principal residence within sixty days after a second state and the Henderty as Borrower's principal residence within sixty days after a second state and the Henderty as Borrower's principal residence within sixty days after a second state and the Henderty as Borrower's principal residence within sixty days after a second state and the Henderty as Borrower's principal residence within sixty days after a second state and the Henderty as Borrower's principal residence within sixty days after a second state as a se Leasenoids: Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at the execution of the security instrument and shall continue to occupy the property as Borrower's principal residence for at the execution of the security instrument and shall continue to occupy the property as Borrower's principal residence for at the security instrument and shall continue to occupy the property as Borrower's principal residence for at the security instrument and shall continue to occupy the property as Borrower's principal residence for at the security instrument and shall be at the security of the securi the execution of this Security instrument and snall continue to occupy the property as porrower's principal residence for at least one year after the date of occupancy, unless L ender otherwise agrees in writing, which consent shall not be unreasonably demand Romonical Romonical Romonical Borrowice shall not be unreasonably damage least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extendating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage withneid, or unless extendating cure umstances exist which are beyond borrower s control. Borrower shall not destroy, damage or impair the Property, allow the Property to deten orate, or commit waste on the Property. Borrower shall be in default if any forfaiture patient of property in the similar minimized in bound that in Londer's mode faith indement could result in or impair the property, and while property to deteriorate, or commit waste on the property. Dorrower shall be in default if any forfeiture action or proceeding, which are civil or priminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property of Obertuice materially impair the lien created by this Sequeity Instrument or Lender's could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Reproved may clica click a default and reinents as provided in processed 19, by calling the action of Lender's security here the security in the security in the security in the security in the security is the security in the security in the security is the security in the security in the security is the security is the security is the security in the security is the securit interest. Borrower may cure such a default and reins ate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that is I under's good faith determination precludes forfaiture of the Romania's interest is the interest. Dorrower may cure such a default and reins are, as provided in paragraph 16, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property of other material impairment of the liep created by this Security Instrument or Lender's security interest. Borrower's interest in the Dismissed with a runng that, it Lender's good fails determination, precides fortenture 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 the loss application process gave materially false or inscrument information or Froperty or other material impairment of the nen created by this Security instrument or Lender's security interest. Dorrower shall also be in default if Borrover, 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 avidanced by shan also be in detault it borrower, during the loan application process, gave materially laise or maccurate mormation or statements to Lender (or failed to provide Lender w th any material information) in connection with the loan evidenced by the Note including but not limited to represente one concerning Recording Recording of the Depositive as a mission of statements to Lender (or failed to provide Lender w thany material information/ in connection with the loan evidenced by the Note, including, but not limited to, representat ons concerning Borrower's occupancy of the Property as a principal middage If this Security Instation of Isseehold Reconversibility and the provisions of the large If Borrower's the Note, including, but not limited to, representations concerning borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold Borrower shall comply with all the provisions of the lease. If Borrower shall comply with all the provisions of the lease. If Borrower is the transmission of the lease of the provision of the lease. If Borrower is the transmission of the lease of the provision of the lease. residence. If this becurity instrument is on a reasenoid borrower shall comply with all the provisions of the lease. If borrower acquires fee title to the Property, the leasehold and the pee title shall not merge unless Lender agrees to the merger in writing. 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements mined in this Convertive Instructions on these is a stal proposition that may considerably affect I ander's mined in the second states and agreements agreements and agreements agreements and agreements agreements agreements agreement agre /. Frotection of Lenger's Kiguts in the Froperty. If Dorrower lans to perform the covenants and agreements contained in this Security Instrument or there is a egal proceeding that may significantly affect Lender's rights in the Descent founds are proceeding in black total products for condemnation on forfaiture on to enforce laws or regulational that contained in this becurity instrument or there is a egal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in binkr iptcy, probate, 'or condemnation or forfeiture or to enforce laws or regulations), then I and and new for whatever it recessary to content the value of the Decent's and Leader's rights in the Decent's Froperty (such as a proceeding in ounkr ipicy, probate, or condemnation or iorienture 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. I and are actions may include paying any sume sequend two field multiply which has priority over this Security Installation to property. 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 the provide paying and extension on the Departy to make security Instrument, appearing in

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

14. Notices. Any notice to Bo rower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any othe 'adcress Lender de ignates by notice to Borrower. Any notice provided for in

this Security Instrumentshall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. 15. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are

16. Borrower's Copy. Borrower shall te given one conformed copy of the Note and of this Security Instrument. 17. Transfer of the Property or a Benefic al Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower it sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercise I by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall giv Borrower not ce of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Bor ower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinue d at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) refore sale of the P operty pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security In strument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasc nable attorneys' fexs; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer un elated 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 a ccordance with paragraph 14 above and applicable law. The Notice will state the name and address of the new Loan Servicer at d the address to which payments should be made. The notice will also

20. Hazardous Substances. Borrower shall not cause or perm t the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Bo rower shall not do nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Haza dou 3 Substances that are generally recognized to be appropriate to normal

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, material; cor taining asbesto; or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means feder il laws and laws of the jurisdiction where the Property is located that

13

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right 10 reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable

OFIEGON -Single Family- FNMA/FHLMC Uniform Instrument 728-OR 06/94

CRD1 10/13/94 1:45 PM 4198093

Pi an 4 of 5

If Lender invokes the power of ale, Lender shall xecute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the high sst 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

Trustee shall deliver to the purchaser Trustee's ceed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trust ze's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shal apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this

Security Instrument; and (c) any excess to the person or persons legally entitled to it. 22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property w thout warranty and without charge to the person or persons

legally entitled to it. Such person or persons shall pay any record ition costs. 23. Substitute Trustee. Lender may from time to time: emove Trustee and appoint a successor trustee to any Trustee

appointed hereunder. Without conveyance of the Property, the s recessor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable , aw. 24. Attorneys' Fees. As used in this lecu ity Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, 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 Secu [Check applicable box(es)]

Balloon D:	Iominium Rid # [] 1-4 Family Rider Ied Unit Devel opment Rider [] Biweekly Payment Rider Improvement Rider [] Second Home Rider
BY SIGNING BELOW, Borrower accents and	
and in any ider(s) executed by Borrower and n conte	agrees to the terms and covenants contained in this Security Instrumen
Witnesses:	
	10
WILLIAM R WASILCHEN	
V Xenn I R	-Borrower
LEON G BUSH	
	-Borrower
	-Borrower
Space Bein /	This Line For A knowledgment
OTALL OF GREGON CALIFONNIA	
County of Butte	
This instrument was acknowledged before me on this:	26th day of artabaa
by alilliam R. Wasilchen	, 1994.
aliane M. Male )	
Signature of Notarial Official	
	DIANE N. MODES COMM. # 1031210
WORAL POPTO - CONST BLAD OFT	My Comm. Explices JUN 29, 1996
My commission expire scow N SNVO	
OREGON -Single Family - FNMA/FHLMC Uniform Instrum	nt Statement and the second second
	age 5 of 5 Form 3038 8-90
	This a trunch section of start solar a this 37 day of C(1, 1, 1, 2, 2, 4, 1, 1, 1, 2, 2, 3, 3, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4,
ORD1 10/13/94 1:45 PM 4198093	E I was a subject of the state and citizen cont
	My Commission Explose March 21, 1995

<b>11: 13: 13: 13: 14:</b>	
<ul> <li>is interior (clearing the clearing the clearing of the clearing the clearing the clearing the clearing the clearing of the clearing the clearing of the clearing of the clearing of the clearing the clearing of the clearing of</li></ul>	A sale in our ever to here being 00,00,000 and 10,000 and 10,0000 and 10,000 and 10,000 and 10,000
STATE OF OREGON: COUNTY OF KLANLATH:	

STATE OF O	DECONT OF	电波波振荡中				1.35
STATE OF O	REGUN: CO	UNTY OF KL	AMLATH: 55		223112日 日本 1月 新聞記名 日道 (予)	1.114
Filed for reco		2월 동생 영문을		지도는 사망을 수 있다. 전기 - 사망을 수 있는 것이다.		
of		of	Mo mtain T	itl: Co		a .
	UCT	A.D., 199	at2:	42 o'clo	ck P.M	1.27
		01	Mort	ages		and

of	Oct	A.D.,	19 94	mtain Titl	<u></u>		the	31s	+ .
		of		Mortgag	_ OCIOCK	<u>P</u> M.	and duly recorded in	VolM9	
FEE	\$35.00				Evelyn	Biehn	<u> </u>	• ·	,
			國國		Ву	<u>NN</u>	ulene Mill	ndar	+24
The Hill	( Under Mille	1.1580 8-94	马运(出)。 ••••在144。				- 1912년 3년 - 11 1917년 - 12년 1월 20일 - 12 1917년 1917년 - 12년 1월 20일 - 12 1917년 191		1.1
						む 四方目 日	1248.00 (2): 11.00 (2): 1	C	net que
	うってい ほうも過しな		NA 10 - 4 24 -	構立の情報			自動操作 白 賢和	er fræder forsjo	(C) #K
	一下中的自由的有	1442.571	由石田翁.	iei Nicional	lette aimul			letinal a	
	· · · · · · · · · · · · · · · · · · ·	ecord P. f		Nix noregal "Edda	national and			Handa C. Hangt D	21.27 21.2
「私に日日」				그렇는 그는 가운데?			计通道通道 白白白	est i Nacional I	
1000 High		i zana ma	· 释珠 [187]		01.62712910		ta harrista anna 1975 a su	a	
		가 관람하네. 1. 전 문문			HO FLA	1.2018	e solen et land a	i (Kiko (C)) Xi (S⊐diron	E Setter
									( 94 ) # 4 ( 1 <del>)</del> (
								2- 12	$\sin M_{\odot}$
				and a second second					
					[[] [] [] [] [] [] [] [] [] [] [] [] []				
					同時間			「北京」によ	Alla Enc.
							물소감 동우 -		
14 907 14 IS.						的科			¥.
								nun g O	NUSI
								and a second	i i sin Shiring ang
						and a second			이 같은 사망가 아파 같은 같은 아파
124741114 		ېلېدوند ته تاخېه وه د د د د د د د د د د د	49 (milion)						
			i kom i	8月92 (12A) 163 (	(21 webi?)				
						- 한 11년 - 21년 14			ļ
									A18 5
								8 2 0 0	$a_{L}(\lambda)$
		1. QSR	<u>513</u> ]&,			540 J.T.	leg begeel wruits :		
						- <b>* : \$ \$</b> .?.		Χ.,	4944.9-C
								5 1 <u>5</u> - 13	
	ية إلى المراجع من المراجع المر المراجع المراجع المراجع المراجع المراجع	ويتوجد فرويه والمحافظ			· 按理 (2月)自 计分 分析台		A Sector provide the sector of		
				and the set				· · · · ·	
	2 1.01 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2					16.13			ъ.
ji Li v	2 2 3 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	0.513 X340 C-4-1349			Martin .	7.41 m <b>h</b>	ART IN SECTION	, ,	u lui si
		and the			Ser Mo	1111 15%	100001 1009		
		連续接受的 \$P\$14号。	1799 ( (3 <b>61</b> )		如影149	CONT	- CONCIUNCI S	· · ·	
						LUNE N	NODES I		
		51 S				ALC: NO	1. <del>C. C. C</del>	日134211日火 回答:144次号	্যান্য প্ৰান্থ
								n	
12 Block on Pasta		See 1			m Int 9479	加州		a a la coma	
	5.US4 - S-					時間			5924 1-39
		「計劃	[[1]]						
		t i frad	國國			2017	· 秋月】黄田子(G. 1283)		