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Loan #: 01-253-362454-1

UNIFORM COVAINANTS. Eblower and Lender covenant and agree as follows:

1. Payment of Principal and Instrument and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day payments are due under the Note, until the Note is paid in full, a sum ("Pands") for: (a) yearly taxes and assessments which may attain monthly payments are due under the Note, until the Note is paid in full, a sum ("Pands") 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 texts on the Property, if any; (c) yearly priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground texts on the Property, if any; (c) yearly payments are called insurance premiums, if any; (c) yearly mortgage insurance premiums, if any; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with ap

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 Borrower to pay a conciume charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest of the remaining on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to the Funds and the purpose for which each debit to Borrower for the excess If the Funds held by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Borrower for the excess

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 Income when doe, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to 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 ground to Borrower any Funds held by Lender 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 a payments for the payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall applied: first, to any prepayment charges the 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; Lieus. 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 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 firmish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly firmish to Lender receives evidencing the resuments.

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 payment of the ioligation secured by the lien in a manner acceptable to Lender, (b) contests in good faith the lien or (c) secures from the 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 holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. Lender may give Borrower a notice identifying the lien. Property is subject to a lien which may amain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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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 is not economically damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically damaged, if the restoration or repair is 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 notice from whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from the first of the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds.

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

Description Maintanance and Borrower Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and occupy, establish, and use the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise sagrees in writing, which consent shall not be unreasonably withheld, or unless externating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall lender's good faith judgment could result in shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's security interest. Borrower may forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave that it is security instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing. 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall

the Property, the leasehold and the fee 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 contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, Instrument, or there is a legal proceeding that may significantly affect Lender may do and pay for whatever is necessary to protect the probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may sums secured by a lien which has priority 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 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 value of the Property and Lender this paragraph 7, shall become additional debt of Borrower secured by this Security Instrument.

1. Any amounts' disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument, and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

2. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, as the mortgage insurance coverage insurance in effect. If, for any reason, the mortgage insurance coverage substantially equivalent to the insurance previously in effect, at a cost substantially equivalent mortgage insurance coverage insurance previously in effect. If the stantially equivalent mortgage insurance coverage insurance previously in effect. If substantially equivalent mortgage insurance coverage is not available. Borrower shall from an alternate mortgage insurance insurance previously in effect. If substantially equivalent mortgage insurance coverage is not available. Borrower shall be insurance 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 impact or ceased to be in effect. If the post of Lender if mortgage insurance coverage (in the amount and for the period that Loss reserve navments may no longer be required; at the option of Lender; if mortgage insurance coverage (in the amount and for the period that coverage lapsed or ceased to be in effect. Lender will accept use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

Loan #: 01-253-

no 19. simpertion, ed Lender or its agent may make reasonable Tention upon and inspections of the Property. Lender shall give Bostower notice

19. Impection, of the Property. Leader on its agent may make reasonable tention upon and inspections of the Property. Leader shall give Bonnwer notice at the time of up prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation: The proceeds of key swind or claims for damages, direct or consequential, in connections with any condemnation or offer things of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Leader.

11. In the event of a total taking of the Property, the proceeds shall be applied to the sames secured by this Security Instrument, whether or not then the wind any caucies paid to be greater than the amount of the sames secured by this Security Instrument shall be reduced by the reduced by t

Hade If the Property is abandoned by Borrower, or if, 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 Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then

due monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower or Borrower's successors in interest. Lender that not be required to commence proceedings against any successor in interest of refuse to extend time for payment or or otherwise modify amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower of Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall

demand made by the original Borrower of Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Botrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Conv. Borrower shall be given one conformed conv of the Note and of this Security Instrument.

provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest 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 is 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 exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which 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 Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstanement) before sale of the Property pursuant, to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no 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, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the liem 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 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 unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

The notice will also contain any other information required by applicable law.

The notice will also contain any other information required by applicable law.

The notice will also contain any other information required by applicable law.

The notice will also contain any other information required by applicable law.

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

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

knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

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

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration water pergraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to care the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default wast be curred; and (d) that failure to care 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 this right to reinstate after acceleration, and the right to bring a court action to assert the non-existence of helic fight to reinstate 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 lamited to, reasonable attorneys' fees and costs of title evidence.

DORGO COS-10 : 1 month Notice of the occurrence of an extension of the occurrence occurr
vent of default sum of the Property is located. Leader or Trustee shall give mount in such that the property is located, by applicable law. After the time required by applicable law after the time and to other persons prescribed by applicable law. After the time and place and under the terms designated in the corrower shall sell the Property at public suction to the lighest bidder at the time and place and under the terms designated in the corrower shall sell the Property at public suction to the lighest bidder six. Trustee may pestone sale of all or any percent
reperty by public announcement at the time and place of any previously structure of the property without any covenant or warranty, expressed or reperty at any sales and at the time and property of the property without any covenant or warranty, expressed or reperty at any sales and at the purchaser. Trustee's deed conveying the Property without any covenant or warranty, expressed or reperty at any sales and the purchaser. Trustee's deed conveying the property without any covenant or warranty, expressed or reperty at any sales and the property at any sales and the property without any covenant or warranty, expressed or reperty at any sales and the property at
the process of the second by this Security Instrument; and (c) any excess the process. Lender shall request Trustee to reconvey the attorneys fees; (b) to all sums secured by this Security Instrument to Trustee. Trustee shall be reconvey and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall be property without warranty and Lender shall charge Borrower a release fee in an amount allowed by applicable law. Such person of the Property without warranty and Lender shall charge Borrower a release fee in an amount allowed by applicable law.
herein and by applicable law. Attorneys' Rees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by applicable law. an appellate courts of the security Instrument and in the Note, "attorneys' fees" shall include any attorneys with this Security an appellate courts of the security Instrument and in the Note, "attorneys" fees, shall include any attorneys fees awarded by applicable and recorded together with this Security and applicable courts of the Security Instrument and fone or more riders are executed, by Borrower, and recorded together with this Security.
Instrument, the covenants of the rider's) were a part of this Security instrument.
Condominium Riders Inc. 1661 Biweekly Payment Rider (1601 1600 Rider 1601 1600
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the arts BY.SIGNING BELLAW, Borrower and recorded with injected of bibander of the standard between the in any rider(s) executed by Borrower and recorded with injected at the world of the standard between the borrower and the notion best and the large and the borrower and reduced the standard beautiful to the standard beautiful
The notice which the second instrument shall be given by delivering it or by to the it by first class another which which will be directed to the Premy Addition of any offer places Bornwer and the framework of the class into the class and the framework and the second that the second that the second the second that the se
The Feeling and Cent shall be governed by todered have not use law at the lens and the law at the control in which the standard of the Security Instrument or the Man with applicable law, such conflict with applicable law, such conflict where without the following of the shall be given either where it is bottome declared in bayeverable.
Horses, shift is given one conformed rapy of the York and of this Appurity Instrument. It has been a Beneficial Linguist. In Bergiver. It all of any part of the Pioperty of any interest in this sold of the medical posterior of the Band of the sold of the medical posterior. In this of all sound because you willout lefteless prior where the medical posterior willout lefteless prior where the problem of the first data of this Security Instrument. However, this option stall not be a first and the stall not be the security Instrument.
mates within which flatnesser and in agestication. The futies shall provide a period of not less them in days even of the period, Lender may marke any comedies protonted by this Security Institutum. If Borrower fails to
Relative of Barrower agent ceram conditions. Betrewer shall have the right to have enforcement of this agent parties of the enforcement of this agent property of a power of she consumed to this security hartment or (in party of a polyment enforcing property) pays Levider all sums which then would be one under this security instrument or (in party of a polyment enforcing that are the end of the range of the result of any other convenies the one under this security instrument of the pays of a polyment of the pays of a polyment of the pays of a polyment of the pays of account by the convenies that the obligations secured by the convenies that the obligations secured by the convenient of the pays of account of the pays of account of the pays of account on their materials.
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DOUGLAS D MCINNIS and BOT
and acknowledged the foregoing instrument of a state of the day and year in this certificate above written.
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REQUEST FOR RECONVEYANCE
oner inner this Deed of Trust, which are delivered hereby, and to reconvey, which
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The circle countries is a applicable law. Lander shall be endied to collect all expenses the control to the presented 21. included, but not limited to, reasonable uncorneral fees and costs of title.

Loan #01-253-362454-1

1-4 FAMILY RIDER **Assignment of Rents**

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THIS 1-4 FAMILYRID	ER is made this 6th	day of June	, 19 9	6, and is incorporate	ed into and shall
be deemed to amend an	d supplement the Mortg	age, Deed of Trust	or Security Deed (the	"Security Instrument")	of the same date
given by the undersigned	(the "Borrower") to secur	re Borrower's Note	to Washington. M	TTUAL BANK, .a .Wa	shington
Corporation	(the "L	ender") of the same	date and covering	the Property described	in the Security
Instrument and located at:					

2134 OREGON AVE, KLAMATH FALLS, OR 97601 [Property Address]

- 1-4 FAMILYCOVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in consecution with the Property including that are limited to these forth nature of the property included to be used in building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."
- B. USE OF PROPERTY; COMPLIANCE WITHLAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. RENT LOSS INSURANCE, Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall
- G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7. Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any

act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judically appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

DOUGLAS D MEINNIS

STATE OF OREGON, County of Klamath

Filed for record at request of:

After recording, mail to: WASHINGTON MUTUAL Loan Servicing P.O. Box 91006, SAS0304 Seattle, WA 98111

MULTISTATE 1-4 FAMILY RIDER - Fannie Mas/Freddie Mac Uniform Instrument

Fee.

TOY

Amerititle 17th June A.D., 19 96 _ day of . 11:39 o'clock AM. and duly recorded of Mortgages Page 17929 o'clock M96 Bernetha G. Letsch Gounty Clerk Dauline Mulenday

Deputy.