Utill a chine go is to put sted all tax states a be sent to the following address.

WHEN RECORDED MAIL TO Bank Of America Oregon #2038 21000 N.W. Evergreen Parks IV Fillsboro, OR 97124

ACCOUNT NUMBER LOAN NO.: 0060850060 TAX ACCOUNT NUMBER

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State of Oregon

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DEED OF TRUST

FHA Case No. 431-306050-6-703

Vol. 391 Page 19125

THIS DEED OF TRUST ("Seen ity Instrument") is made on June 21, 1996 The Grantor is Cheryl A. Bit stard, an tomarried person

APN# 3809-32BA 2510

("Borrower"). The trustee is Asp n Title & Scrow, Inc.

("Trustee"). The beneficiary is Bark of America Oregon, A State Chartered Bank

which is organized and existing under the laws of the State of Oregon , and whose address is 21000 N.W. Evergreen farkway, Hillsboro, OR 97124 ("Lender"). Borrower owes Lender the principal sum of

fifty seven thousand nice hundred twenty four and NO/100ths Dollars (U.S. \$ 57,924.00).

This debt is evidenced by B manager's note date 1 the same date at this Security Instrument ("Note"), which provides for monthly payments, with the full debt, f not paid earlier, due and payable on July 1, 2026 This Sect rity Instrument ecures to Lender: (a) the repayment of the debt evidenced by the

Note, with interest, and all releval, extensions at 1 modifications of the Note; (b) the payment of all other sums, with interest, advanced under tarage ph 7 to protect the security of this Security Instrument; and (c) the performance

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Jun: 21, 1996

of Borrower's covenants and agreement's under this Sx urity Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the 'I ustee, in trust, with power of sale, the following described property located The Southeasterly 72 feat of Lot 10, Flock 43, FIRST ADDITION TO KLAMATH FALLS, Klama:1 ìn

in the County of Klamatli, { tate of Ortgon.

CODE 1 NAP 3809-32BA TI, 2510

which has the address of

535 Jeffert on Street, Klamath Falls Zip Code] ("Property Address");

[Street, City],

TOGETHER WITH all the is provements nov or hereafter erected on the property, and all easements, Oregon appurtenances and fixtures now or t creafter a part of the property. All replacements and additions shall also be covered by this Security Instrumt nt. / Il of the foregoing is referred to in this Security Instrument as the "Property."

BCRROWER COVENANTS that Borrower is k wfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property's unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to it e 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 miform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Increase and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note. 2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly

payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to t = levied agains the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium 10 (1): Secretary of Fousing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual I ortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insu ance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these

items are called "Escrow Items" at d the sums paid to Lender are called "Escrow Funds." Lender may, at any time, co lect and hold at sounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be rex uired for Borro ver's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. at d implementing regulations, 24 CFR Part 3500, as they may be amended from time to time "RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbusements or disbursements i efore the Borio wer's payments are available in the account may not be based on amounts due for the mortgage in r ance premium.

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If the amounts held by Lender for Escrow Items acceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the etces funds as required by RESPA. If the amounts of funds held by Lender at any time is not sufficient to pay the H crcv Iteras when the, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by R 3SPA.

The Escrow Funds are pled jed is additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all sud sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Linder shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosur: sel; of the Proper y or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance remium to be x id by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly nort age insurance it mium;

Second, to any taxes, special assessments, leasely ld payments or ground rents, and fire, flood and other hazard

insurance premiums, as required;

Third, to interest due under the Note: Fourth, to amortization of the pri kipal of the No e; and

Fifth, to late charges due un ler die Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently sected, against any lazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender mmediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each in surance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borr ower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lenler, it its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any lelinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or pospone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess its trance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrum ent shall be paid to the entity legally entitled thereto.

In the event of foreclosure of it is Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Bo rower in and to insurance policies in force shall pass to the

5. Occupancy, Preservation, Maintenance at d Protection of the Property; Borrower's Loan Application; purchaser. Leaseholds. Borrower shall c(cur), establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Seci rity Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borre wer's principal residence for at least one year after the date of occupancy, unless Lender deter nine; that requireme it will cause undue hardship for Borrower, or unless extenuating circumstances exist which art: by ond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reason ble vear and tear et epted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is it defult. Lender n a / take reasonable action to protect and preserve such vacant or

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abandoned Property. Borrower thall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statema to be the Note, including, but not limited to, representations information) in connection with the loan evidence i by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property is a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the

leasehold and fee title shall not be merged unless Lend r agrees to the merger in writing.
6. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument, first o any delinquent amounts applied in the order provided in paragraph 3, and then to prepay ent of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the morthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this security legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, times and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to he entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these I ayments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security I istrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payn ent of taxes, har and insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Len ler under this raragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien witch 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 provent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subject to a liet which may at an priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower thall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fee: and charges au horized by the Secretary.

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9. Grounds for Acceleration of Debt.

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- (a) Default. Lender nuy, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) Borrower defaults by failing to pay it: full any monthly payment required by this Security Instrument prior to or on the dite dit e of the next nix nthly payment, or

(ii) Borrower defau ts by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrume #.

(b) Sale Without Creilt A proval. Lend: shall, if permitted by applicable law (including Section 341(d) of the Gam-St. Germain : epository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

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(i) All or part of the Property, or a benefic al interest in a trust owning all or part of the Property, is sold or otherwise transferred () her than by dev se or descent), and

(ii) The Property is tot \bigcirc cupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee do: so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circultata is occur that a suld permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUI: So retary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment definants, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insurval. E provver agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require in mediate payment in full of all sums secured by this Security Instrument. A written statement of any auth mized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures that remain in effect as if Lender had not required immediate payment in full. However, Lender is not required o permit reins atement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) relistatement will precide foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; l'orbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the s ms secured by this Security 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 successor 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 or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or prec's de 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 bin I and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). How wer's covenant 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 Bo rower'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 Forrower may agree to extend, modify, forther or make any accor imodations with regard to the terms of this Security Instrument or the Note with but that Borrow t's consent.

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13. Notices. Any notice to Bort wer provided for in this Security in strument shall be given by delivering it or by mailing it by first class mail tales applicable lavy requires use of another method. The notice shall be directed to the Property Address or any other al iress Borrowe: lesignates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's ddress stated a rein or any address Lender designates by notice to Borrower. Any notice provided for in this Securi y Instrument shill be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property's 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 v ithout the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

16. Hazardous Substances. Bor ower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on (r in the Property. 3 prower shall not do, nor allow anyone else to do, anything affecting the Property that is in viclation of any Environmental Law. The preceding two sentences shall not apply to the preserce, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to non nal residential uses and to maintenance of the Property.

Borrower shall promptly give Lerger written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private 3 rty involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowl sige. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remexiation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly tak: all necessary raisedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Fazardous 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, vo a ile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in 1 is paragraph 16 "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to he dth, safety or environmental protection.

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

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17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorize; Let der or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the sents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agree nent in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Projecty as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Eorrower shall be held by Borrower as trustee for benefit of Lender only, to be a pplied to the suns secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the ants of the Proxity; and (c) each terant of the Property shall pay all rents fue and unpaid to Lender or Lender's agant on Lender's a titten demand to the tenant.

Borrower has not executed any prion assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights t ader this paraget ph 17.

Lender shall not be required to enter mon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender is a judicially a pointed receiver may do so at any time there is a breach. Any application of rents shall not cut: or waive any default or invalidate any other right or remedy of Lender. This assignment of tents of the Property shall to minute when the debt secured by the Security Instrument is paid in full.

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18. Foreclosure Procedury. If I ender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any of ser remedies payment by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies privided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and cost; of title evidence.

If Lender invokes the power of sale, Lender thall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Letter'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 a plicable 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 highest bidder at the time and place and under the terms designated in the notice of sale in one or more parces and in any or der Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchas the Property i t any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. It e recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall 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 α cess to the person of persons legally entitled to it.

If the Lender's interest in this Security Inct unnert is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mor gage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner disignated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in he preceding sintence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or splicable law.

19. 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. These shall recorvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

20. Substitute Trustee. L:nd: may, from time to time, remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance is the Property, the successor trustee shall succeed to all the title, power and dutics conferred upon Trustee herein and by applicable law.

21. Attorneys' Fees. As used in this Securit 7 Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appell te court.

22. Riders to this Security In trument. If o = or more riders are executed by Borrower and recorded togetherwith this Security Instrument, the xovenants of <math>z ch such rider shall be incorporated into and shall amend and supplement the covenants and ignet ments of this 3 curity Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable tox(z)].

Condominium Rider Planned Unit Develops ent Eider

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XX Other [specify] Addendum to Deed of Trust

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BY SIGNING BELOW, Born wer accepts and an zes to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and r corded with it. Witnesses:

Charge of Sicreford Cheryl A. Bickford

-Borrower

(Seal) Borrower

(Seal)

(Seal) Borrower

> (Seal) Borrower

(Seal) -Borrower

County ss: , personally appeared the above named

1996

(Set) -Borre # #

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STATE OF OREGON, day of . UNE On this 26th CHERYL A. BICKFORD

and acknowledged

the foregoing instrument to be HER My Commission Expires: MAR. 22, 1997 (Official Seal)

1000 1.0 (12⁴) OFFICIAL SE ALENE T. ADE OTARY PUBLIC . IN COMMISSION NO. DZ21 38 COMMISSION EXPIRES | JAR 1, 1997 voluntary act and deed. Befor: me:

Allington Nonry Public for Oregon

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Page 8 of 8

ADDENDUIL TO DEED OF TRUST



Single-Fan II y Mortgage Program Oragon Houting and Community Services Department State of Oregon

The Lender intends to assign it: rights under the attached Deed of Trust to the Oregon Housing and Community Services Department:, State of Oregon (the "Department"). In the event the Department accepts such assignment, the rights and oblig itions of the particles to the attached Deed of Trust are expressly made subject to this /.ddendum. In the event of any conflict between the provisions of the Deed of Trust or Note, the provisions of this Addendum shall control.

- 1. As long as this mortgage is held by the Lepartment, or its successors or assigns, the Lender may declare all sums secure J by this mortgage to be immediately due and payable if:
 - a. all or part of the property is sold or otherwise transferred by Borrower to a purchaser or other transferred
 - (i) who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Section 143(c) and (I)(2) of the <u>internal Revenue Code</u>; or
 - (ii) who has had a present ownership interest in a principal residence during any part of the three-year period anding on the date of the sale or transfer, all as provided in Getion 143(d) arx: (i)(2) of the <u>Internal Revenue Code</u> (except that the language "1CO percent' shall be substituted for "95 percent or more" where the latter at pears in Section 143(d)(1) (NOTE: The three-year period may be waived by the Department if the original loan was financed from 1993 A Bond Series funds); or
 - (iii) at an a equisition cost which is greater than 90 percent of the average area putchase price (great r than 110 percent for targeted area residences), all as provided in Section 143(e) and (I)(2) of the Internal Revenue Code; or
 - (iv) who has a gross fornity income in excess of the applicable percentage of applicable number of applicable number of the applicable number of the applicable number of the applicable percentage of applicable percentage of the applicable percentage of applicable percentage of applicable percentage of the applicable percentage of applicable percentage of the applicable percentage of app
 - b. Borrower (allo to occupy the property described in the mortgage without prior written consent of the Lender or its successors or assigns described at the beginning of this Addendura; or
 - c. Borrower (mit: or misrepresents a fact that is material with respect to the provisions of Section 143 of the Internal Figurenus Code in an application for this mortgage.

References) are to the <u>international Code as amended</u> and in effect on the date of issuance of bonds, the proceads of which will be used to finance the purchase of the mortgage, and are deemed to include the implementing regulations.

 The Borrower understards that the agreements and statements of fact contained in the Addendum to Residential Local Agricuition are at cessary conditions for granting this loan.

3. The Borrower agries that no future a lvances will be made under this Deed of Trust without the consent of the Dubart sent.

V | RNING

Unless you (the Berrow or) provide us (the Department) with evidence of the insurance coverage as required by this Deed of Truct, we (the Department) in may purchase insurance at your expense to protect our interest. This insurance thay, but used not, also protect your interest. If the collateral (the Trust Property) becomes damaged, the coverage we (x rchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the (ost of any insu ance purchased by us. The cost of this insurance may be added to your loan balance. If the cost is added to your loan balance, the interest rate on the underlying loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to prove vide proof of coverage.

The coverage we purchase inay be considerably more expensive than insurance you can obtain on . your own and may not satisfy any mail for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

The Borrower understands and agric is that the above provisions and the interest rate set forth in the Note shall be in effect only if this lock is (urchased by the Department or its assigns. If for any reason it is not so purchased, or if such purchase is received, than the above provisions shall cease to be effective and the interest rate may be increased to $\frac{8.500}{445.38}$, if er annum, and the monthly installment of principal and interest; may be increased to $\frac{1.4538}{45.38}$.

NOTICE TO BORROWER: THE DO SUMENT SUBSTANTIALLY MODIFIES THE TERMS OF THIS LOAN. DO NOT SIGN IT UNLESS YOU HAVE READ AND UNDERSTOOD IT.

I hereby consent to the modifications of the tent s of the Decd of Trust and Note which are contained in this Acclandum.

Date: CHERIL / BICKFORD Bornswei

Borrower

STATI: OF OREGON

On <u>JURIE 26.</u>, 1996 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named <u>J HERYL A. BICKFORD</u> known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that <u>SIE</u> executed the same freely and voluntarily.

IN TEXTIMONY WHEREOF, I have hereunto set may hand and affixed by official seal this day and year last

		REAL PROPERTY AND A CONTRACT OF THE TADU NOT YOU HAD A CONTRACT OF THE PROPERTY AND A CONTRACT. A CONTRACT OF THE PROPERTY AND A CONTRACT. A CONTRACT OF THE PROPERTY AND A CONTRACT OF THE PROPERTY AND A CONTRACT. A CONTRACT OF THE PROPERTY AND A CONT		Whylene . Addington Notary Public in and for said County and State My Commission expires: 3-22-96	
•	After recording, m	ail to:			
	SFM ? 9A (Rev. 4/			Page 2 of 2	
STATE	OF OREGON: COU	NTY OF KLAI		the <u>27th</u>	day
Fled f	or record at request of June	A.D., 19 96 fMort.gil	<u>n Title &</u>	<u>PM.</u> , and duly recorded in Vol. <u>M96</u> <u>19125</u> <u>on Page 19125</u> <u>Barnetha G. Letsch, County Clerk</u>	
FEE	\$55.00			By	