'97 AFR -2 P1:01

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defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. Borrower warrants and will

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

OREGON - Single Family - Fannie Mac/Freddio Mac UNIFORM INSTRUMENT

Form 3035 9/50 (page 1 of 4 pages) TO BE BECORDED

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

1. Payment of Principal and interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and 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 priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property insurance premiums; (c) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applicable law.

the amount of Funds due on the basis of current data and reasonable estimates of expenditures of tuture Escrew Items or etnerwise 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 Borrower for holding and applying the Funds, annually analyzing the secrew account, or verifying the Escrew Items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the secrew account, or verifying the Escrew Items, unless Lender pays one-time charge for an independent real estate tax reporting service used by Lender in connection with this lean, unless applicable law provides one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides 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 discretion with other and an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Funds in accordance with the requirements of applicables law. If the amount of the Funds held by Lender shall account to Borrower for the excess Escrew Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make Escrew Items when due, Lender shall account to Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly, refund to Borrower any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by the Security Instrument.

So Application of Payments, Unless applicable law provides otherwise, all payments received by Lender under paragra

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

3. 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 promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payment. 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 enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien by, or defends against holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the 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

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 Proporty 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. This 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 Property in accordance with

coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender Lender Lender and 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

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 economically 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 Socurity 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 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

- 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 application of proceeds to principal shall not extend or postpone the due date acquired by Lender, Borrower's right to any incurance policies and proceeds resulting from demage 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.

 6. Occupancy, Preservation, Maintenance and Protection of the Preperty; Borrower's Loan Application; Leaseholds. Borrower shall continue to occupy 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 within sixty days after the execution of this Security Instrument and sagrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in by this 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 principal residence. If this Security Instrument is on a leasehold, Borrower shall slos 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 Property, the leasehold and the fee title shall not merge unless Len

residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires tee title to 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, value of the Property and Lender's rights in the Property. Lender may do and pay for whatever is necessary to protect the over this Security Instrument, appearing in court, paying reasonable attempted the paying any sums secured by a lion which has priority Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional dobt of Borrower secured by this Security Instrument. Any amounts disbursed by Lender under this paragraph 7 shall become additional dobt of Borrower 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 lean secured by this Security Instrument, Borrower shall pay the premiums required to mortgage insurance coverage mortgage insurance previously in effect, Borrower shall be payable, with Interest, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously

Loan #: 01-253-801645-3

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

10. Condemnation. The proceeds of any award or claim for damages, director consequential, in connection with any condemnation or other taking of any part of the Property; or for conveyance in like of condemnation, are hereby assigned and shall be paid to Londer. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not immediately before the taking is equal to or greater from the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Londer otherwise agree in writing, the sums secured by the Security Instrument immediately before the taking, unless Borrower and Londer otherwise agree in writing, the sums secured immediately before the taking, divided by (b) the fair in which the fair market value of the Property immediately before the taking. Any bilance shall be paid to Sorrower. In the event of a partial taking of the Property indices Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or ill, after notice by Lender to Borrower that the condemnor offers to make an award or cettle a 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 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 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

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 such payments.

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 such payments.

11. Borrower Not Released; Forbaarance By Lender Not a Walver. Edension 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 Borrower shall not operate to release the liability interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any not be a walver of or preclude the exercise of any right or remedy.

12. Successors and Acaigns 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 co-signing this Security Instrument only to mortigage, 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 but does not execute the Note: (a) is Instrument; (b) is not personally obligated to pay the sums accurated by this Security Instrument only to mortigage, grant and convey that Borrower's interest in the Property under the terms of this Security Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note 13. Lean Charges. If the lean secured by this Security Instrument; and (c) agrees that Lender and any other without that Borrower's consent.

13. Lean Charges. If the lean secured by this Security Instrument is subject to a law which sets maximum lean charges, and that law is then; (a) any such lean charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums clarady principal owe

Lender designates by notice to Borrower. Any notice provided for in this Security instrument shall be deemed to have been given to Borrower.

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 declared to be severable.

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

16. Borrower's Copy. Borrower shall be given one 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 if Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument. If Borrower fails to or demand on Borrower.

18. Berrower's Right to Reinstate. If Borrower mests 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 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 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 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.

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 payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer) that collects monthly 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. 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not apply to the presence, use, or storage on the Property that is in violation of any Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. regulatory agency or private party involving the Property and any Hazardous Substance or private party involving the Property and any Hazardous Substance or Environmental Law or their action by any governmental or regulatory authority, that any removal or other remediation of 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. Law and the following substances: gasoline, kerosone, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile federal laws and laws of the jurisdiction where the Property is located that relate to health, acfety or environmental protection.

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

21. Acceleration; Remediae. 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 chall apacify: (a) the default; (b) the action required to cure the default; (c) a date, not tase than 30 days from the default or any 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 to reinstate after acceleration, and the right to bring a court action to assert the non-ordernee of 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 remediae permitted by applicable law. Lender shall be entitled to collect all expanses evidence.

LAC CARACTER

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