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97 MAY -5 MI 107 Vol. /197 Page 13610

Sean No. 01-0247-000880462-7 SESTERN TITLE AND ESCHON 45734 AFTER RECORDING, MAIL TO:

Washington Mutual Bank LOAN SERVICING PO SOX 91006 - SAS0309 SEATTLE, WA 98111

ATC: 01045734 DEED OF TRUST

	"Security instrument") is	THE RESIDENCE AND ADDRESS OF THE PERSON NAMED AND POST OF THE PERSON NAMED		The grantor is
HOBERT CARL COMBITT JR.	and DOWNA R CO	<u>reitt, ag tenant</u>	s by the entir	BTY
e de la companya de La companya de la co				
("Borrower"). The trustee is A	ATTERY OF THE 22 P. E.S. CO.	W.F. of Output and American	The second secon	
	SPER TITLE & ESCR ("Trustee"). The ba	ومتعد تمام المتراء فيناء والمراجعة والمناهدي والمناهد والمناهد ويهده ومهدد المتناهد		n.) Dan-3-
	rganized and axisting u		ashington Mutu	
1201 Third Avenue, Seat			("Lender"). Borrov	
principal sum of <u>Thirty-Sev</u>	on Thousand Thron		-	ACI GREES TRIVEL 11st
111111 Cy 11111	en modeand antec	MUNICESS & OUTEN	Dollars (U.S. \$ 3	7.300.00 1.
This riebt is evidenced by Borrov monthly payments, with the full Security instrument secures to renewals, extensions and modifi- paragraph 7 to protect the secu-	deht, if not paid earlier, Lender: (a) the repayme cations of the Mote; (b) rity of this Security inst	due and payable on int of the debt evidence the payment of all oth ument; and (c) the pa	Instrument ("Note") May 1, 20 ced by the Note, wer sums, with interestrations of Borrow	which provides for This ith interest, and sheet, advanced under ver's covenants and
agreements under this Socurity I	nstrument and the Note.	For this purpose, Bon	rówer irrevocably gra	ents and conveys to
Trustee, in trust, with power o			nd in Kl	amoth .
County, Oregon:	and the state of t	a komon ja komain moon saide		
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Oregon 97737 (*Proj	ienty Address ^k);	and the same of the section of the s		
TOGETHER WITH all th	e improvements now e	or hereafter greated	on the precurry, a	wi all essements.

appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the longituding is referred to in this Security Instrument as the "Property."

BOHROINER COVENANTS that Borrower is lawfully select of the estate bereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all digins and demands, subject to any encumbrances.

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.

CRESCH - Single Family - Famile MoelFreddie Mac UNIFORM INSTRUMENT

Form 3038 \$150 (page 1 of 4 pages)

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** INSPORM COVERANTS. Burrower and Londer coverant and larger as inframed. Burrower shall promptly pay when due the principal of and interest on the debt evidenced by the flote and any prepayment and lone charges due under the flote.

2. Funds for Taxes and harmones. Subject to applicable law or to a written waiver by Lander, Burrower shall pay to Lander on the day mainthy payments are due under the flote, until the flots to poid in full, a sum ("Funds") for (a) yearly taxes and accomments which may attain priority over this Security Instrument as a lan on the Property, (i) yearly hasheloid payments or ground rance on the Property, (i) any; (c) yearly hazard or preparty insurance premiums, (i) any; (a) yearly hazard or preparty insurance premiums, (i) any; and (i) any sums populate by Borrower to Lander, in accordance with the provisions of paragraph B, in law of the payment of mortgage incurance premiums. These items are said "Eastern from thems." Lander may, at any time, collect and hold funds in an ancount not to exceed the medimum attenum a londer for a federally relead mortgage loan may require for Borower's according under the federal Real Estate Settlement Procedures Ant of 1974 as amended from time 12 U.S.C. Section 2801 of say, (IRSPA"), unless another law that sprilles to the Funds and a lesser amount. If so, Londer may, at any time, collect and hold Funds

an an ancura not to exceed the meanment attend a longer for a learning regree that find the fadoral Real Estets Settlement Procedures Ant of 1974 as shanded from time 12 U.S.C. Section 2801 or say, ("RESPA"), unless another law that applies to the Funds and a leaser amount. If so, Londer may, at any time, object and hold funds in an amount not to exceed the leaser amount. Lander may astimate 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 applicable law.

The Funds shall be hold in an institution whose deposits are insured by a federal agency, instrumentality, or entity finchulating lander, if Lender is such as institution) or in any federal home Load Sark. Londer shall apply the funds to pay the Escrow items. Lander may not charge Borrower for holding and applying the Funds, annually analyzing the secrow account, or vorifying the Escrow items, unless Lander pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lander shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lander may agree in writing, however, that interest shall be peid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and dabits to the Funds and the numpose for which each debit to the Funds was made. The Funds are plodged as additional security for all sums secured by this Security instrument.

If the Funds hold by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower shall make up the deficient to pay the Encrow with the requirements of applicable law. If the emount of the Funds hold by Lender at any time is not sufficient to pay the Encrow with the requirements of applicable law. If the emount of the Funds hold by Lender at any

Londer's sole discretion.

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

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

4. Character than Secretary shall now all layers recovering charges from and impositions attributeble to the Property which

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

4. Charges; Lima. Borrower shall pay all taxes, assessments, charges, lines and impositions attributable to the Property which may attain priority over this Security instrument, and lessated 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, Somower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Somower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien in an agreement retisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall eatisfy the lien or take one or more of the society set forth above within 10 days of the giving of notice. the giving of notice.

the giving of notice.

6. Hazard or Property incurence. Sorrower shall keep the improvements now existing or horositer erected on the Property insured against loss by fire, hezards included within the term "extended coverage" and any other hezards, including floods or flooding, for which Lender requires insurence. This incurence shall be maintained in the amounts and for the periods that Lander requires. The incurence certier providing the insurence shall be chosen by Borrower subject to Lander's approval which shall not be unrescentibly withhold. If Borrower falls to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lander's rights in the Property in accordance with paragraph T.

All insurance pokeise and renewals shall be acceptable to Lander and shall include a standard mortgage clause. Lander shall have the right to hold the policies and renewals. If Lander requires, Borrower shall premptly give to Lander all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance parties and Lander. Lander may make proof of loss if not made promptly by Borrower.

romerval notices. In the event of toss, Borrowor shell give prompt notice to the insurance purple of Lender. Lender may make proof of loss if not reade promptly by Borrowor.

Unleas Lender and Borrower otherwise agree in writing, insurance proceeds shell be explied to restoration or repeir of the Property damaged, if the restoration or repeir is economically feasible and Lender's security is accommissible and Lender's security is economically feasible and Lender's security is not secured accommissible or Lender's security would be inseared, the incurance proceeds shall be explied to the sums secured by this Security Instrument, whether or not then due, with any encess poid to Borrower. If Borrower shandones the Property, or does not secure within 30 days a notice from Lender that the insurance certier has offered to estile a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day penied will begin when the notice is given.

Unleas Lender and Borrower otherwise agree in writing, any explication of proceeds to principal shall not extend or postpone the due date of the monthly paymente referred to in perographs 1 and 2 or change the emount of the payments. If under preagree, 21 the Property is ecquired by Lender, Bernower's right to any insurance policies and proceeds resulting from damage to the Property prior to the ecquisition shall pass to Lander to the extent of the sums secured by this Security Instrument immediately prior to the ecquisition while pass to Lander to the extent of the sums secured by this Security Instrument immediately prior to the ecquisition of the Property and the Property of the Property of

Borrower shall comply with all the providents of the lease. If Borrower acquires for title to the Property, the leasehold end the foe title challer shall comply with all the providents of the lease. If Borrower fails to perform the coverants and agreements contained in this protection of Lender's Rights in the Property. If Borrower fails to perform the coverants 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, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do end pay for whatever is necessary to protect the value of the Property end Lender's rights in the Property. Lender's extinues may include paying any sums secured by a lien which has priority over this Security Instrument, separating in south, paying researcheds afterneys' feet and entering on the Property to make repairs. Although Lender may take option under this paragraph 7, Lender's excites may include paying any sums secured by a lien which has priority over this Security Instrument. Unless Sorrower and Lender ognes to other terms of payment, these amounts shall be at interest from the date of disbursement at the first rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

6. Mortgage hauseure. If Lander required to relation the mortgage insurance in effect. If, for any resson, the mortgage insurance coverage required by Lender lapses or coopes to be in effect, Borrower shall pay the promitime required to obtain coverage insurance proviously in affect, from an alternate mortgage insurance in effect. If substantially equivalent to the coart of Borrower of the mortgage insurance proviously in affect, from an alternate mortgage insurance according to the coarty mortgage insurance coverage in not available, Borrower when the insurance occurring period to one-twelfth of the yearly mortgage insurance coverage in not available. Borrower wh becomes evallable and is obtained. Bostower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss specific, until the requirement for mortgage insurance ends in accordance with any written agreement between Bostower and Lander or applicable law.

TO BE RECORDED Page 2 of 4

B. Imperion. Linder or its open may make resonable studies used and imperions of the Property. Lender shell give florrower notice at the land of a prior to an imperion specific passens in the land of a prior to an imperion specific passens in the land of an imperior. The property with any event or claim for deringon, direct or consequential, in connection with any confirmation or other teleng of any part of the Property, or for porphysics in land confirmation, are beauty assigned and about the property. notice at the time of or pro-10. Georgemasson.

to Landor.

In the stent of a total taking of the Property, the processis shall be explied to the sums escured by this Security Instrument, whether or not then then, with any excess paid to Correver. In the areat a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to a greater than the amount of the states secured by the Security Instrument shall be reduced by the amount of the proceeds middleid by the following fractions (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any belong shall be poid to Borrower. In the event of a pertial taking of the Property in which the fair market value of the Property immediately before the taking is less than the smount of the sums secured immediately before the taking, unless flatterers and Lender otherwise species writing or unless are then due.

are then due.

If the Property is chandened by Berrower, or if, efter notice by Londer to Borrower that the condemner offers to make an award or eatile a cloim for demages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lander is sucherized 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.

If the Property is chandened by Berrower, at it, efter notice by Londer to Borrower that the onedamon offers to make an award or cettle a cloim for demapes, Borrower fails to respond to bender within 30 days efter the date the notice is glown, Leader to exhibit the collect and capity the proceeds, or late apien, either to restoration or rappir of the Property of to the sums secured by this Security Instrument, whiches or not their on the region in writing, any egolication of proceeds to principal shift one cape of presence the collection of the sums secured by this Security Instrument when the proceeds of the property of the Prope

address to which payments should be made. The notice will also centain any other information required by applicable law.

20. Nazardous Substances. Borrower shell not ceuse or permit the presence, use, disposel, storage, or release of any Hazardous Substances on or in the Property. Borrower shell not do, nor allow anyons else'to do, snything affecting the Property that is it violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be sepreprises to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Londer written notice of any Investigation, claim, demand, lewant or other ectain 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 learne, or is notified by any governmental or regulatory authority, that any removal or other remodiation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remodial actions to accordance with Environmental Law.

in accordance with Environmental Law.

As used in this persgraph 20, "Hezerdous 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 harbicides, volatile solvents, materials containing sebastos or formaldehyde, and reclosedive materials. As used in this pasagraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, sofety or

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

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

21. Acceleration; Remedies. Lender shell give notice to Remarker to acceleration following Somewar's breach of any covenant or agreement in this Society Instrument four not prior to economical parties. The notice explained be sensity instrument four not provides consistent with a date, not have explained be supported. The notice in the notice may result in acceleration of the summ nectured by this Society Restrictions and eats of the Property. The notice shall tention there is consistent and eats of the Property. The notice shall tention there is consistent and eats of the Property. The notice shall tention inform Someword the right to relate the state acceleration, and the hight to bring a court before the date shall tention inform Someword the right to relate the state acceleration, and the hight to bring a court before to sever the non-relationes of Someword to acceleration and eats. If the definit is not caused on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums sections by the Society Instrument related to observe discussed and may haveled the power of sale and any other remedies permitted by applicable laws. Londer shall be entitled to collect all time evidence. evidence.

If Livider brooked the power of soft, Livider which exempts by course Reveren to commute a written medica of the armitment of an order of defeath and of Leonder's shouldn't be designed and already seems such medica to be considered as such accomplete the related to the framework presented by applicable law. Butter the three stigned by applicable law to Exercise to other parameter of property at public execution to the highest bidder at the time and piece and create the same designated in the medical of and or more parameter and in any order Trivites destruction. Trivites may posterious sale of all or may provide the frequency by public amountment at the sine and piece of any previous of any previously activities may posterious may provided the frequency by each of the sine and piece of any previously activities of the first designed and previously described only. Lander of the designed the Property by each

ents.

Triction shall reflect to the purchicar Trustes's dead conveying the Property without any occanical or constantly, expressed or implied. The recitable is the Trustes's dead thick in plant facile additions of the truth of the statements made therein. Trustes shall apply the proceeds of the sale in the following order (a) to all engineers of the cale, broketing, but not limited to rescondible Treatment and following order (b) to all engineers to the parameter of parameters and to the parameter of parameters are transported to the cale.

extensive fees; (b) to its earne secured by the Secrety Instrument; and foll thy excess to the person or persons legally entitled to it.

22. Recommytance. Upon payment of all same accuracibly this Security Instrument, Lender shall request Trustee to recommy the Property without varianty and all notes evidencing dobt secured by this Security Instrument to Trustee. Instrument to Trustee shall recommy the Property without varianty and Lender shall charge Secretary by this Security Instrument to Trustee. It is such person of parsons shall pay say returnation costs.

23. Substitute Trustee. Leavier may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed harandar. Without conveyence of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon

horeunder. Without conveyence of the Property, the successor trustes shall accound to all the tide, power and duties conferred upon Trustee herein and by applicable law.

24. Attentity Fear. As used in this Security instrument and in the Note, "atterneys' fear" shall include any atterneys' feas awarded by an appellate court.

25. Riders to this Security instrument. If one or more riders are absoluted by Borrower and recorded together with this Security instrument, the coverants and agreements of each such rider shall be incorporated into and shall amond and supplement the coverants and agreements of this Security Instrument as if the rider(a) were a part of this Security Instrument. [Check applicable box(ex)]

	uailoon Rider	yment Rider	X Plana	omklum Rider ned Unit Development Ri Improvement Rider	der	1-4 Family Rider Biweekly Payment Rider Second Home Rider
			5 fr 1 .	Control of the Contro		
and ir	BY SIGNING BELOV	V, Borrower accepts d by Borrower and v	s and agree	s to the terms and cove	mants contain	ed in this Security Instru

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STATE OF OREGON,	SHARON RUNKEL NOTARY FUELIC - OREGON COMMISSION NO. 031564 WY GENERAL EFRES RE ZE 1228 County ss:	
HOBERT CARL CONSID	The state of the s	ned
and acknowledged the for WITMESS my har	egoing instrument to be his/har/shair? voluntary act and deed. Id and official seal affixed the day and year in this cartificate above written.	
(Cfffdal Seat)	Before me:	
My Commission expires:	2-28-98 Sillsten Bur Ber	
	REQUEST FOR HECONVEYANCE	-
said note or notes and this now hald by you under this DATED:	the holder of the note or notes secured by this Deed of Trust. Said note or mosts, regeth is secured by this Deed of Trust, have been paid in full. You are hereby directed to care Deed of Trust, which are delivered hereby, and to reconvey, without warrenty, all the esta Deed of Trust to the person or persons legally entitled thaneto.	es Tel
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Page 4 of 4

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Washington Nutual Bank LOAN SERVICING PO BOX 91006 - SASO309 SEATTLE, WA 96111

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SECOND HOME RIDER 01-0247-000860462-7

	THIS SE	COND	HOME !	RIDER is mac	le on this	28th (day of 2	pril. 1997	, and is
								age, Deed of Tr	
Deed	(the "Sa	curity i	nstrumer	nt") of the sam	ne date give	en by the un	dersigned	the "Borrower,"	whether there
are	one	or	mara	persons	undersign	ed) to	sacure	Sorrower's	Note to
	Wa	shina	ton Mui	tual Bank		ithe "Lendei	r") of the	same date and	d covering the
property described in the Security Instrument (the "Property"), which is located at:									
TOTAL TO A STATE OF THE PROPERTY OF THE PROPER									

HOUSE #1 MANZANITA STREET, GILCHRIST, OR 97737

[Proporty Address]

In addition to the covenants and agreements made in the Security Instrument, Somower and Lender further covenant and agree that Uniform Covenant 6 of the Security Instrument is deleted and is replaced by the following:

6. Occupency and Use: Preservation, Misintenance and Protection of the Property; Borrower's Lose Application; Leaseholds. Borrower shall occupy, and shall only use, the Property as Corrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may 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 Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security instrument or Lender's security interest. Berrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy and use of the Property as a second home. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the loase. If Borrower acquires fee title to the Property, the lessehold and the fee title shall not marge unless Leider egrees to the merger in writing.

SY SIGNING BELOW. Borrower accepts and agrees to the terms and provisions contained in this Second Home Rider.

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BY SIGNING BELOW, Berrower accepts and egrees to the terms and provisions contained in this Second Hones Pider.

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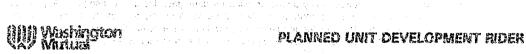
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CONTRACTOR CONTRACTOR

Washington Mutual Bank LOAN SERVICING PO BOX 91306 - SASO308 SEATTLE, WA 98121



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THIS PLANNED UNIT DEVELOPMENT RIDER is made this 26th day of April, 1997
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or
Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to
secure Borrower's Note to Washington Mutual Bank (the "Lender") of the
same date and covering the Property described in the Security Instrument and located at:
House #1 Manyanita Street, Gilchrist, or 97737
(Freporty Address)
The Property Includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in Instruments Recorded
NOVEMBER 27, 1996
Ithe "Decisiation"). The Property is a part of a planned unit development known as GILCERIST OWNER'S ASSOCIATION, (the "PUD"). The Property also includes Borrower's interest in (Name of Planned Unit Development)
the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, banefits and proceeds of Borrowar's interest.
PUB COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and essessments imposed pursuant to the Constituent Documents.
3. Maxad Insurence. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "planket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periode, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage", then:
5) Lender waives the provision in Uniform Coverant 2 for the monthly payment to Lander of one-twelfth of the yearly premium installments for hexard insurance on the Property; and
(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Page 1 of 2

HULTISTATE PUD RIDER - Single Femily - Femile Manifredule Mac UNIFORM METHUMENT

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Berrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common sreas and facilities of the PJD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Londer shell apply the proceeds to the sums secured by the Security instrument, with any excess paid to Borrower.

C. Public Liability insurance. Sorrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extern of coverage to Lenter.

- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Burrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be pulle to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
- E. Lander's Prior Consent. Borrower shall not, except after notice to Londer and with Londer's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by consemnation or entirent domain;
- (ii) any amendment to any prevision of the "Constituent Documents" if the provision is for the express benefit of Londer;
- (iii) termination of professional management and assumption of salf-management of the Owners Association; or
- (iv) any action which would have the effect in rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay PUD does and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional data of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this POD Pider.

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