Vol. <u>M11</u> Page <u>193</u>37

Please Return To: Godrich & Pennington Mortgage Fund, Inc. 97 130 Avrani Avenue

Rchmert Fark, CA 94928

41700-LW This Line For Recording Data]

DEED OF THUST

Loan No.: 5028 OR

June 11, 1997 THIS DEED OF TRUST ("Security Instrument") is made on The grantor is Raymond A. Hatcher and Dawn M. Hatcher, husband and wife

> ("Borrower"). , whose address is

AmerTitle The trustee is 222 South 6th Street, Klamath Falls, OR 97601

("Trustee").

Goodrich & Pennington Nortgage Fund, Inc., a California Corporation The beneficiary is

, which is organized and existing

under the laws of

The State of California

, and whose address is,

130 Avram Avenue, Rohnert Park, CA 94928

("Lender").

Borrower owes Lender the principal sum of fifty three thousand two hundred and NO/100ths

). This debt is evidenced by Borrower's note dated the same date as 53,200.00 this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on July 1, 2027 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, . This Security Instrument secures to Lender: (a) the repayment of the debt with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in County, Oregon:

Lot 4 in Block 9 of RAINBOW PARK ON THE WILLIAMSON, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, TOGETHER WITH an undivided 1/68 interest in Lots 4 and 5 in Block 1.

APN: 3407-022CD-01900

which has the address of

818 Aspentop Drive, Chiloquin

[City]

Oregon

("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby 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 claims and demands, subject to any encumbrances of record.

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

HME HOR

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 ind 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 monthly payment are due under the Note, until the Note is paid in full, a sum (Funds') for, (a) yearly taxes and assessments which may lattain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums; fany; (a) yearly flood insurance premiums, if any; (a) yearly manage reminums, if any; (a) yearly manage premiums, if any; (a) yearly manage premiums, if any; (a) yearly manage premiums, if any; (a) yearly flood insurance premiums, if any; (a) yearly flood insurance premiums, if any; (a) yearly manage premiums, if any; (a) yearly flood insurance p

Typide bold by Leader. If sunder pangram 2.1. Leader shall acquire or sell the Property. Shall apply any Funds held by Leader 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 achieves all payments received by Leader and the Security instrument.

3. Application of Payments. Unless applicable law provides achieves all payments received by Leader under paragraph. 2 third, to describe the payment of the paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the perion owed payment. Borrower shall pay shall pay all texts, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument and the payment of the obligation secured by the line of the payment of the obligation secured by the line of the payment of the obligation secured by the line in a manner acceptable to Leader; (b) contests in good faith the line by, or defends against enforcement of the line in a payment satisfactory to Lender subtorial and the line by, or defends against enforcement of the line in a payment satisfactory to Lender subtorial and the line by, or defends against enforcement of the line in a payment satisfactory to Lender subtorial and the line by, or defends against enforcement of the line in a payment satisfactory to Lender subtorial and the line by or defends against enforcement of the line in a payment satisfactory to Lender; (b) contests in good faith the line by, or defends against enforcement of the line in a payment satisfactory to Lender; (b) contests in good faith the line by, or defends against enforcement of the line in a payment satisfactory to Lender; (b) contest on this Security Instrument. If Lender determines that any part of numbers of the line of th

Any amounts disbursed by Lender under this paragraph? shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate 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, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to

one-twellth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage laysed 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 at insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or it oprovide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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, direct or consequential, in connection with any shall be paid to Lender.

10. Condemnation. The proceeds of any award or claim for camages, infect to consequence, in both condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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 then due with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, is equal to or greater than the amount of the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately b

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 bit 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 sectived 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 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.

to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment in 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 Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Horrower to Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument on 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.

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 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 and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its ortion, require immediate payment infull 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.

18. 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 falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies perintited 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 reinstatement) 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 requ

be given written notice of the change in accordance and the address to which payments should be made. The notice win also contain any other and address of the new Loan Servicer and the address to which payments should be made. The notice win also contain any other information required by applicable law.

20. Flazardous 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 do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of 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 common 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 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 p

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

If Linder invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence

of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrover and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrover, 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 parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled

sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The 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 excess to the parsons legally artifled to it. the person or persons legally entitled to it.

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a durd party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law

23. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties

conferred upon Trustee herein and by applicable law.

24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys'

fets awarded by an appellate court.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Institument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

	Adjustable Rate Rider	Condorainium Rider	1-4 Family Rider
	Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
	Balloon Rider	Rate Improvement Rider	Second Home Rider
Ē	Other(s) [specify]		
BY	SIGNING BELOW, Borrower rider(s) executed by Borrower	r accepts and agrees to the terms and covens	nts contained in this Security Instrument
Witnesses:			
		Raymond A. Ha	tcher (Soal)
		- Danie	Hole(Seal)
		Dawn M. Halch	er -(Borrowa)
			(Seaf) -(Seirower)
			(Seef)
			-(Borrower)

	OREGON KLAMATH	}} ss		e <u>16TH</u> day of <u>Ju</u> e, <u>LISA LEGGET</u>		
				ersigned Notary A. HATCHER AND Name of	Public, pe	rsonally appeared
			면 proved	ally known to me to me on the basis o le "person(s)" whos	satisfactor	
8	LISA LEGGET - V NOTARY PIBLIC COMMISSION N	- OREGON () D. 049121 ()	to the he/she/thi	within instrumen by executed it.	t, and a	is/are subscribed cknowledged that
٤	MY-COMMISSION EXPIRES N	DV. 20, 1999 ()	ЭМ	my hand and office	lai seal.	therly
	OV.		OPTION		Notary Public	
Though doc	the information in this section	n is not required t	ly law, it may po	ova valuable to persons re	lying on the	
Descripti	on of Attached Docum	ent	ly law, it may pa nd reattachment	va valuable to persons re of this form to another do	lying on the curnent.	Top of thumb hare
Descripti Title or Ty Documen	on of Attached Document: TRU Date:	ient ST DEED	AZ FSRIIICHTISM	nve valuable to persons re of this form to another do this form to another do Number of Pages: _	cument.	Top of thumb here
Descripti Title or Ty Documen Signer(s)	on of Attached Document: TRU Date: Other Than Named Abo	isnt ST DEED	AZ ISBUICTITISM	Number of Pages: _	cument.	Top of thumb here
Descripti Title or Ty Documen Signer(s)	on of Attached Document: _TRI Date: Other Than Named Abo	isnt ST DEED	AZ ISBUICTITISM	of this form to another do	cument.	Top of thumb here Top of thumb here
Descripti litle or Ty Documen ligner(s)	on of Attached Document: TRU Date: Other Than Named Abo	isnt ST DEED	AZ ISBUICTITISM	Number of Pages: _	cument.	
Descripti Title or Ty Documen Signer(s)	on of Attached Document: TRU Date: Other Than Named Abo	isnt ST DEED	AZ ISBUICTITISM	Number of Pages: _	cument.	
Descripti Title or Ty Documen Signer(s)	on of Attached Document: TRU Date: Other Than Named Abo	ient ST DEED Ve: Box 7184 • Ginoga e	AZ ISBUICTITISM	Number of Pages: _	cument.	