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Corporation		("Trustee"). The beneficiary i
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	, and whose I	ddress is 1201 THIRD AVENUE.
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(Zip Code)

TOGE THER WITH all the improvements now or hereafter erected 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, all of the foregoing is referred to in this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully selsed 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 nativital use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

#15405 Fine 20219 Loan #: 01-0253-000988574-0

UNIFORM COVENANTS. Sorrover and Lender covenint and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charles. Borrower shall promptly pay when due the principal of and Interest on the lebt evidenced by the Note and any prepayment and late charles due under the Note.

2. Funds for Taxes and insurance. Subject to applicable law or to it written will rer by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum (Funds) for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leavehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payrible by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum and party for a federal live and a lender, for a federal live and a lender for Borrower's excession under the federal Beal Estate Sectionant. amount a lender for a federally related montgage loan may require for Bortower's excrew account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2301 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable untimates of expenditures of future Escrow Items or otherwise 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 Lender is such an institution) or in any Federal Home Lean Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting sentee used by Lender the portinection with this loan, unless applicable law provides unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds are pieded as additional security for all suring necured by this Security Instrument.

if the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess rune runes neid by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit spaint the sums secured by this Security Instrument.

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

attain priority over this Security Instrument, and leasehold psymients or ground rants, fliany. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall

promptly furnish to Lender an notices of amounts to be path under this partigraph. In pairwer makes these payments of early, personned state promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which his 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; or (c) secures from the

enforcement of the lien in; legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) accures from the holder of the lien an agreement eatisfactory to Lender suborclineting 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, Lander may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazird or Property Insurance. Borrower shall keep the improvements now existing or hereafter stacted on the Property Insurance against loss by fire; hazerds included within the term "extended deverage" and sixthe periods that Londer requires. This insurance shall be maintained in the amounts and for the periods that Londer requires. The insurance carrier providing the insurance with lie 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

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 a not made promptly by Borrower.

Unless Lender and Borrower ethenvise agree in writing, insurance proceeds that be applied to restoration or repair of the Property damaged, if the restoration or repair is not economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Leijder's security would be lessened, the insurance proceeds that be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandors the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle 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 period will begin when the notice is niven.

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 aniount of the payments. It under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument Immediately prior to the acquisition.

pass to Lender to the extent of the sums secting instrument intervaluely not to the acquisition; Leaseholds. Borrower shall cocupy, Preservation, Maintenance and Protection of the Property; Bestrower's Loan Application; Leaseholds. Borrower shall cocupy, establish, and use the Property as Borrower's principal residence within shot days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one pear after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extendating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damagie 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 torierure of the Property of conservise materially impair the lien created by this Security instrument of Lender's security instrument of the dismissed with a ruling that, in Lender's good faith determination, precludes forfoiture 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. Borrower 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 of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to

residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, it 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 bankniptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security instrument, appearing in court, paying masenable attorrays! fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do up.

Any amounts disbursed by Lender under this paragraph 7 shall become additional dobt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be a 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. Morriages insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

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

8. Mortgage insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the imortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender, lapses or censes to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the cost tip Borrower of the mortgage insurance previously in effect, and cost substantially equivalent to the cost tip Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lander. If substantially equivalent mortgage insurance coverage is not available. Borrower when the insurance pay to Lender each month a sum equal to one-heelth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Londer again becomes available and is obtained. Borrower shall pay the premiums required to milintain mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

Loan #: 01-0253-000988574-0

9. Inspection. Lander or its agent may make reasonable entries upprinted inspections of the Property. Lender shall give Borrower notice lat the time of or prior to an inspection appointing reasonable due for the inspection.

(C. Condemnation, The proceeds of any sward of shift to garge and shall be unspection or consequential, in connection with any condemnation or other taking if any part of the property, or for conveyance in liquid condentation are preceded and shall be paid to Londer.

In the event of a total taking of the Property, the preceded shall be applied to the sums secured by this Security Instrument, whether or not then duit, 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, a equal to organize than the amount of the nume assured by this Security Instrument Immediately before the taking, unless Borrower and Lender otherwise agree in writing the sums secured by this Security Instrument shall be reduced 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. Any belance shall be 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, unless 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 curse are then the sile of the the condemnation of the sums accured by the Report of the sums accured by Lender; otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by the Security Instrument whether or not the curse are then the Borrower that the condemnation of the sums accured by the security Instrument whether or not the curse are then the

If the Property is abandoned by Borrower, or if, after notice by Lendur to Borrower that the condemnor offers to make an award or sattle a claim for damages, Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the surns secured by this Security Instrument, whether or not then

Urless 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. Birrower Not Released; Forbearance By Lander Not a Walver. Extension of the time for payment or modification of amortization

11. Birrower Not Released; Forbearance By Lender Not a Walver. Extension 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 of the original Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in Interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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

13. Lean 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 induced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Nittlees. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by finit 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 Socurity Instrument shall be deemed to have been given to Borrower or 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 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. Berrower'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 sucured by this Security Instrument. However, this option shall not be

exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of a:celeration. The notice shall provide a period of not less than (N) days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

or demand on Borrower.

18. Borrower's Flight to Reinstate. If Borrower ments 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 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 Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully infective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17. paragraph 17.

19. Sale of Note; Change of Loan Scrulcer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Elorrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects menthly payments dute under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hizardous 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 anyons 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 uppropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any Investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, il Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance at soing the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law and the following substances: gesoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile

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

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

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

21.7 Acceleration; Reniedles. 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 shall specify; (a) the default; (b) the action required to cure the default; (c) a date, not less 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 religiate after acceleration, and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on 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 prinsuling the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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If Linder Invokes the power of sue, Lender shall execute or cause to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property in be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or human shall give notice of talls in the manner prescribed by applicable law to which any part of the persons prescribed by applicable law to Borrower and to other persons prescribed by applicable law. Trustee, without demand on Borrower shall sell the Property at public auction to the highest bidder at the tine and place and under the terms designated in the notice of salls in one or more parcets and in any order Trustee detailmines. Trustee may postpone sale of all or any parcet of the Property by sublic ennouncement at the time and place of any previously echedicled sale. Lender or its designes may purchase the Property at any scale.

Property at any sens.

Trusted shall deliver to the purchaser Trusted's liked conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trusted's died shall be printifable evidence of the trust of the statements made therein. Trusted shall apply implied. The recitals in the Trusted's died shall be printifable evidence of the sele, including; but not limited to, reasonable Trusted's and the proceeds of the sale in the following order: (a) to all supersess of the sele, including; but not limited to, reasonable Trusted's and the person or persons legally entitled to it.

22. Risconveyance. Upon payment of all sums nectred by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing clebt secured by this Security Instrument to Trustee shall reconvey the Property without warranty and Lender shall charge Borrower a release tee in an amount allowed by applicable law. Such person or persons shall pay any recordation costs.

23. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without convoyance of the Property, the successor trustee shall succeed to all the title, power and cuties conferred upon Trustee begin and by applicable leve.

herein and by applicable law.

al 151 141 24. Attorneys' Fees: As used in this Security Instrument and in the Nute, "attorneys' fees' shall include any attorneys' fees awarded by

an appearance to this Security Instrument. If one or more riders the executed by Borrower and recorded together with this Security Instrument, 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(ca)] an appel ate court.

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REQUEST FOR RECONVEYANCE

The undersigned is the hokier of the note of notes secured by this Dead of Trust. Said note or notes, together with all cother inclebtedness secured by this Dead of Trust, have been bald in full. You are hereby directed to cancel said note or or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you exunder this Deed of Trust to the person or persons legisly entitled thereto.

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CONSTRUCTION TERM RIDER TO DEED OF TRUST

THIS CONSTRUCTION TERM RIDER TO DEED OF TRUST is made this 24th day of June, 1997 in the same date, as modified by any other addendums or riders thereto (the "Security Instrument"), which has been given by the undersigned (the "Borrower") to secure Borrower's Note of the same date to WASHINGTON MUTUAL BANK, a Washington Corporation (the "Lender"), as modified by any addendums or iders thereto, which Security Instrument covers the property described therein and located at the address shown below (the "Property"):

19515 CHEYNE ROAD, KLAMATH FALLS, OR 97503

Defined terms in the Note or the Security Instrument shall have the same meaning when used herein. To the extent that this Addandum conflicts with the terms and conditions set forth in the Security Instrument or Ideas thereto, the terms and conditions set forth in this Rider shall control.

THE TERMS OF THE BORROWER'S LOAN PROVIDE FOR BOTH CONSTRUCTION AND PERMANENT FINANCING. THIS RIDER SITS FORTH THE PAYMENT TERMS AND CERTAIN OTHER PROVISIONS OF THE BORROWER'S LOAN APPLICABLE TO THE CONSTRUCTION LOAN PERIOD.

ADDITIONAL COVENANTS. The Lender, the Borrover, and the Borrover's construction contractor have entered into a construction loan agreement (the "Construction Loan Agreement") which provides for the construction of a one to four family residence and certain other improvements (the "Improvements") on the Property. Accordingly, and in addition to the covenants and agreements made in the Note, Borrower and Lender further covenant and agree as follows:

A. CONSTRUCTION LCAN AGREEMENT SECURED BY SECURITY INSTRUMENT.

The Security Instrument also secures performance of my obligations under the Construction Loan Agreement. If I am in default under the Construction Loan Agreement, I will also be in default under the Note and Security Instrument, and the Lender shall be entitled to exercise all remedies for default permitted by the Note and/or the Security Instrument. While I am making inferest only payments as provided in the first paragraph of Section B below, the Security Instrument shall be considered, for all intents and purposes, to be a "Construction Deed of Trust".

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Ť	Loan #:01-0253-000988574-0
В.	PAYMENT DURING CONSTRUCTION LOAN PERIOD.
	Notwing anything to the contrary in the Note of any other document related to my Loan, I will make
pav	ments of all accrued interest on the amount of funds actually disbursed by the Lander under the
	Providence of the control of the con
one	on that day of each of the following 8 calendar months. I will begin making payments or
nrir	colool and interest as moving in the Note on the Carlot Ca
	Money the tanding the above. If construction of the improvements has been completed in accordance with
the	provisions of the Construction Loan Agreement and the loan is fully disbursed prior to the due date of any
-	root only payment to be made under the immediately preceding paragraph, I will instead begin making
II II C	ments of principal and interest as provided in the Note on the next Monthly Payment Date if requested to do
221	BLAND 그렇는 NEW MERCHANT CONTROL
	[[설계 기존 설명하다 전환 [[전환 12] [[EV
	SALE OR TRANSFER OF PROPERTY DURING CONSTRUCTION LOAN PERIOD.
U.	Any provisions in the Note; and Security Instrument which permit me to sell or otherwise transfer the
	perty without paying my loan off in full are inapplicable until construction of the improvements has been
bic	perty without paying my loan on in tall all interpression and commenced making principal and interest payments impleted, the loan has been fully disbursed, and I have commenced making principal and interest payments
CO	provided above, presenting and provided above, provided above, presenting and provided above.
as	provided above, present in the god of the production of the sale control of the sale c
to:	
Đ.	OCCUPANCY AS PRINCIPAL RESIDENCE.
កម្	Borrower's obligation pursuant to Section 6 of the Security Instrument to use the Property as Borrower's
pri	ncipal residence shall cornmence 60 days after construction of the improvements have been completed.
	A second programme and vigor first the second programme and vigor first second programme and vigor
	IN WITNESS WHEREOF, Borrower has executed this Construction Term Rider as of the day and year firs
wr	tten above.
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3.	langer series (1) 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
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6	E TO THE SECOND PROPERTY OF THE PROPERTY OF TH
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7	种品的对于是企业的编码的自己的复数形式设施。通知的基础,是有的数据,通知的数据的重要的数据的数据的数据,可以是一个一个一个一个一个一个一个一个一个一个一个一个一个
	CONSTRUCT ON COAN AGRESMENT ENDINGED BY REQUISITY INSTRUMENT
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WASHINGTON MUTUAL very on easures live needs lead of a second sec
Washington ADJUSTABLE RATE RIDER Interest Rate Cap Loan #01-0253-000988574-0 1 YEAR TREASURY SECURITIES INDEX (A) Company of Loan #01-0253-000988574-0 ADJUSTABLE RATE RIDER is made this 24th day of June; 1997 and is
Incorporated into and shall be deemed to arriend 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 Adjustable Rate Note to WASHI WICH MUTUAL BANK, a Washington Corporation (the "Lender") of the same date and covering the property described in the Security Instrument and located at
19615 CHEYNE ROAD, KLAMATH FALLS, OR 97603
(Property Address) [THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE SUBJECT TO THE LIMITS STATED IN THE NOTE IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.
VI DESCRIPTION OF DESCRIPTION SECTION OF THE SAME FOR THE FIRST YEAR OF THE LOAN AND WILL BE ADJUSTED EVERY YEAR. THEREAFTER.
BEWORNOC ин Танатий Лаюнек до Алю у дано и дано и по the Security
Instrument, Borrower and Lender further covenant and agree as follows:
A. INTEREST RATE AND MONTHLY PAYIFE OF 5 18 18 18 18 18 18 18 18 18 18 18 18 18
nestraxe con legis delle jabris L. frammari i di describito della di in esi della di interesta PATE AND MONTHLY PAYMENT CHANGES della di interesta di in
in The Interest rate I will pay may change on the <u>1st</u> of a volume of July, <u>1998</u> , and on that day every <u>12th</u> month thereafter. Each date on which my interest rate could change is called a "Change Date".
Beginning with the first Change Date, my interest rate will be based on the 1 Year Treasury Securities Index (the "Index"), which is the weakly average yield on
United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board.
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Loan #01-0253-000988574-0

The most recent applicable index figure available as of the date 45 days before each Change Date is called the "Current Index".

If the applicable index is no longer available, the Noie Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Charges

Before each Change Date, the Note Holder will calculate my new interest rate by adding percentage points (2.875 %) to the Current Index. The Note TWO & SEVEN-EIGHTHS Holder will then round the result of this addition to the marrist one-eight of one percentage point (0.125). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will their determine the amount of the monthly payment that would be sufficient to repay the tingaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest late in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Entry to E2 VELFAELT SELLY

(D) Limit on Interest Flate Changes

(1994) (Except as provided in any Addendum or Rider to this Note, the rate of interest I am required to pay shall never: be increased or decreased on any single Change Date by more than TWO percentage points (2:000: 15 %) from the rate of interest I wills paying immediately prior to that Change Date, and my interest rate shall never be greater than NINE & \$50/1000--percent (_9.950

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again the respector after the stoy learn of Carate and Line to (F) Notice of Changes 2741 364 of the HOLL 20 July 2014 Street America

The Note Holder will mail or deliver to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may havis regarding the notice ava dataca. OA has it has discussed and activate

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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, Lunder may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Leider information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or jugreement in this Security Instrument is acceptable to Lendur.

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To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lerider's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that oblighted the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Let der releases Borrower in writing.

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If Lender exercises the option to require immediate payment in full, 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 mailed or delivered within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

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THIS ADDENDUM TO ADJ					
June, 1997 and is in	icorporated into ar	id shali be de	emed to am	end and sup	plement the
Adjustable Rate Rider to the mortgage, o	dead of trust, or de	ed to secure o	lebt (the "Se	curity Instrum	ient"), of thi
same date which has been given by th					
Note of the same date (the 'Note'), as m	noulfied by an Addi	andum to Adju	stable Rate N	Note of the sa	ime date, to
WASHINGTON MUTUAL FANK, a W Instrument covers the property described	da Tulqcon cci	coration	(tne *	Lender), wh	ich Security
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d lev nett en militaria vervilet ladica	(Property Acc	dress)	pin ve a S.	da interesa.	TI 1400
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Defined terms in the Note or the Se	curity Instrument s	hall have the s	ame meanin	g when used	I herein. To
the extent that this Addendum conflicts the Adjustable Rate Rider, the terms and	with the terms and	conditions set	forth in the	Security Instr	ument or ir
Dayla was the Mark High As all states and					
IN ADDITION TO THE PROVISIO					
ADDENDUM TO ADJUSTABLE R	ATE NOTE PERNI	TS THE BOR	ROWER TO	CONVERT	THE
BORROWER'S ACJUSTABLE RA	TE LOAN INTO A	FIXED PLATE	, LEVEL PA	YMENT, FU	LLY
AMORTIZING LOAN.				1000	
ADDITIONAL CONTINUES.				ing the second s	estados de la composição de la composição La composição de la composição d
ADDITIONAL COVENANTS. The rate and the monthly payments as set to	voil provides for a	n inilial inileres	i rate and to	r changes in	the interes
through F of the Addendum to Adjustab	le Rate Note permi	t the Borover	to convert t	na Borrowar'i	s adjustable
rate loan into a fixed rate, level payment	fully amortizing loa	n in the manns	r described	below. Acco	rdingly, and
in addition to the covenants and agreeme	ents contained in th	e Security Insti	ument and th	ne Adjustable	Rate Rider
Borrower and Lender further covenant an	id a gree as follows:				
A: OPTION TO CONVERT TO FIXED R	TO CONTROL OF THE	Marysalana. 2014-a			
Notwithstanding anything to the cor	ntony in the Adins	ahla Pata Nota	or the Adiu	etable Dete S	lidar I mau
chicose to convert my Edjustable n	ate loan to a	sol eler tex	n as of the	19 1eH	muan, imuay navoran
August, 1998 or as	of the first day of	each of the fo	llowing 47	calend	lar months.
Each date as of which I could choose to	convert my loan to	a fixed rate los	in is called a	'Conversion	Date'. The
last possible Conversion Date is Thily	1:It. 2002	akkası (sekite)	Pale our poors	I agree con	version will
be subject to: (I) no payment under the N	ote or Security Inst	rument having	been more t	han thirty (30) days past
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Loan #01-0253-000988574-0 due and the loan being current and otherwise free from default; (ii) Eender's determination that the Property is in

salisfactory condition and that the fair market value of the Property is not less than that set forth on the appraisal which Lender was provided in connection with the initial making of the loan; and (iii) if this is a combination construction/permanent loan, the residence and other improvements to the Property have been completed, the loan has been fully disbursed, and principal and interest payments have commenced (or will commence on the next payment due date after the Effective Conversion Date as hereinafter defined).

If I choose to make this conversion, I must give the Note Holder a written request to convert at least ten (10) days before the next Conversion Date (the "Effective Conversion Date"). I also must sign and give to the Lender a document (the "Modification Document"), in any form that the Lender may require, changing the terms of the Note and Security Instrument as necessary to reflect the conversion.

The Modification Decument must be signed by: (i) everyone who originally signed the Note and/or Security Instrument unless the Note Holder has since released them in writing from liability on the loan and they no longer have an ownership interest in the Property; (ii) anyone who has subsequently assumed flability for repayment of the loan unless the Note Holder has since released them in writing from liability and they no longer have an ownership interest in the Property; and (iii) anyone else with an ownership interest in the Property. Property on the American state of the American state of

t may make inquiry and request verbal quotes of the current conversion rate applicable to my loan at anytime. However, if Linave provided a written request to convert and I do not, for any reason, satisfy all requirements to conversion and return the fully executed Modification Document to the Note Holder by the deadline applicable under Raragraph E below, I will forfell any future right to convert to a fixed rate. In that event, the provision of this Addendum shall be null and vold and my loan will remain an adjustable rate loan as provided in my Adjustable Rate Note: 2002

Beginning with the Effective Conversion Date, if such conversion has been chosen, my interest rate will be equal to the Federal National Mortgage Association's (FNMA) published Required Net Yield for thirty (30)-year, fixed rate mortgages covered by sixty (60)-day mandatory scheduled/actual delivery commitments that was in effect as of the date fifteen (15) days before the Effective Conversion Date, plus FT/E-EIGHTHS of 1% of one percent (.625 %) rounded to the nearest 1/8% of 1%. If I do not occupy the Property as my principal residence on the Effective Conversion Date, my new fixed interest rate will be one-half of one percent (1/2%) higher than the rate otherwise payable. If the unpaid balance of the Note as of the Effective Conversion Date exceeds the then applicable limits for purchase by FNMA, my new fixed Interest rate will be three-eights of one percent (.375%) higher than the rate otherwise payable. If such Required Net Yield is not available, the Note Holder will determine my new, fixed interest rate by using a comparable figure. In any event, my fixed rate will not exceed NINE & 950/1000---(<u>9,950</u>%).

B. DETERMINATION OF NEW PAYMENT ANOUNT

it still choose to convert to a fixed rate of interest as provided in Section A above, the Note Holder will then determine the monthly payment amount that would be sufficient to repay in full the principal, I am expected to owe, on the Effective Conversion Date, together with intelest at my new interest rate, in substantially equal payments by the maturity date (the 'New Payment Amount')

that of the service of a few sections of the PAYMENT OF NEW PAYMENT AMOUNT: CONTINUATION OF FIXED RATE

Beginning with my first monthly payment that becomes due after the Effective Conversion Date, I will, \$1 have chosen the foregoing conversion, pay the New Payment Amount as my monthly payment, and the interest rate I pay will not change from the fixed rate established as of the Effective Conversion Date.

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D. T. CONVERSION FEE DO ES a recol des 1337 Bust most sign about 200 Constant and a second a second and a second a second and a second For choosing to convert my adjustable rate loan to a fixed rate loan as provided above, I will pay the Note and light, (00), with the minor thread converting their particles and the first consequences of the converting

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that, as of the Effective Conversion Date, has not been paid. I will pay the conversion fee at least one business day prior to the Effective Conversion Date, the Note Holder will mail or deliver to me a notice of my new interest rate as of the Effective Conversion Date, the amount of my New Monthly Payment, the amount of the conversion fee; and a date (not later than one business day prior to the Effective Conversion Date) by which in must have obtained all required signatures on the Modification Document and actually delivered it to the Note Holder. The notice will include all information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice. F. FAILURE TO CHOOSE CONVERSION If I do not, at least 10 days before the last possible Conversion Date specified in Section A above, give notice to the Note Holder that I choose to convert my adjustable rate loan to a fixed rate loan and do the other things that I must do under this Addendum within the applicable times specified in this Addendum. Q. TRANSFER OF THE PROPERTY OR OF BENEFICIAL INTEREST IN BORROWER Uniform Covenant 17 of the Security Instrument, as immended by the Adjustable Rate Rider, prohibits the Leider from withholding its consent to a sale of transfer of the propenty for a beneficial interest in the Borrower other than a natural person) if the purchaser or transferse meets the Lender's standards of creditworkiness applicable to similar new toans and the Lender's security would not otherwise be impaired. Following conversion of my adjustable rate loan to a fixed rate loan as provided above, the above imitations on the Lender's right to withhold its consent typin the propenty for a beneficial interest in the Borrower's loan as the Lender's security would not otherwise be impaired. Following conversion of my adjustable rate loan to a fixed rate loan as provided above, the above impaired to the Borrower's loan as the Lender's sale that the load of the property fo		version fee equal to			ent (<u>0.000</u>	253-000988574- %) of that part of pri	incipal
Before the Effective Conversion Date, the Note Holder will mall or deliver to me a notice of my new interest rate as of the Effective Conversion Date, the amount of my New Monthly Payment, the amount of the conversion fee; and a date (not later than one business day prior to the Effective Conversion Date) by which in must have obtained all required signatures on the Modification Document and actually delivered it to the Note Holder. The notice will include all Information required by law to be given me and also the title and telephone number of a person who will answer any question! may have regarding the notice. F. FAILURE TO CHOOSE CONVERSION If I do not, at least 10 days before the last possible Conversion Date specified in Section A above, give notice to the Note Holder that I choose to convert my adjustable rate loan to a fixed rate loan and do the other things that I must do under this Addendum within the applicable times specified in this Addendum. G. TRANSFER OF THE PROPERTY OR OF BENEFICIAL INTEREST IN BORROWER Uniform Covenant 17 of the Security instrument, as amended by the Adjustable Rate Rider, prohibits the Lender from withholding its consent to a sale or transfer of the property (or a beneficial interest in the Borrower or the rhan a natural person) if the purchaser or transferse meats the Lender's standards of creditworthiness applicable to similar new loans and the Lender's security would not otherwise be impaired. Following conversion of my adjustable rate loan to a fixed rate loan as provided above, the above limitations on the Lender's night to withhold its consent type 10 a fixed rate loan as provided above, the above limitations on the Lender's particularly withhold its consent type 10 condition the granting of its consent upon the payment of a fee, adjustment in the interest rate payable under the Note, or such other modifications to the terms of the Borrower's loan as the Lender's security of the Care. IN WITNESS WHEREOF, Borrower has executed this Addendum to Adjustable Rate Rider	CONTRACTOR STATE OF THE STATE O			been paid. I w	ill pay the conversion	n fee at least one bus	siness
Before the Effective Conversion Date, the amount of my Nevi Monthly Payment, the amount of the conversion fae as of the Effective Conversion Date, the amount of my Nevi Monthly Payment, the amount of the conversion fae as of the Effective Conversion Date) by which i must have obtained all required signatures on the Modification Document and actually delivered it to the Note Holder. The notice will include all information required by law to be given me and also the title and telephone number of a person who will answer any question! may have regarding the notice. F. FAILURE TO CHOOSE CONVERSION If I do not, at least 10 days before the last possible. Conversion Date specified in Section A above, give notice to the Note Holder that I choose to convert my adjustable rate loan to a fixed rate loan and do the other thirigs that I must do under this Addendum within the applicable times specified in this Addendum. I will not longer have the right to convert my adjustable rate loan to a fixed rate loan in the manner described in this Addendum. G. TRANSFER OF THE PROPERTY OR OF BENEFICIAL INTEREST IN BORROWER Uniform Covenant 17 of the Security Instrument, as immended by the Adjustable Rate Rider, prohibits the Lericer from withholding its consent to a sale or transfer of the property (or a beneficial interest in the Corrower inter than a natural person) if the purchesser or transferere meats the Lender's standards of creditivorithness applicable to similar new loans and the Lender's security would not otherwise be impaired. Following conversion of my adjustable rate loan to a fave drate loan as provided above, the above limitations on the Lender's right to withhold its consent still no longer be applicable and the Lender may, in its sole discretion, either: (i) arbitrally withhold its consent still no longer be applicable and the Lender may, in its sole discretion, either: (ii) arbitrally withhold its consent still no hot, or such other modifications to the terms of the Borrower's loan of my adjustable Rate Rider as							
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