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fj ं ir regoing is referred to in this Security Instrument as the "Property."

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 national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. and the second highest religions from the second second

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late Charges. Borrower shall promptly pay when due the principal of and 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lander on the day priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and figure and payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if

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 Dorrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items. Lender may not charge 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 service used by Lender in connection with this loan, unless applicable law provides or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall not be required to pay Borrower any interest Borrower, without charge, an annual accounting of the Funds, showing creditar and debits to the Funds and the purpose for which each debit to If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess

the Funds was made. The Funds are pledged as additional security for all sums secured 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 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. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall principal due; and last, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may 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 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 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 holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured

Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain paragraph 7.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically elessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the

- ropair or restore the Property or to pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin when the notice is given.

 Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is pass to Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall be compared, Preservation, Maintenance and Protection of the Property; Borrower's Lean Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and signes in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's cccupancy 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 7. Protection of Lender's Rights in the Property. If Borrower falls to perform the covenants and agreements contained in this Security
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security 7. Protection of Lender's rights in the Property. It politicantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forteiture 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. Londer's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Atthough

Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Any amounts disbursed by Lender under this paragraph 7 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.

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

6. Mortgage insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument. Berrower shall pay the premiums required to maintain the mortgage insurance in offect. If, for any reason, the mortgage insurance coverage mortgage insurance proviously in offect, at a cost substantially equivalent to the cost to Berrower of the mortgage insurance previously in offect, from an alternate mortgage insurance previously in offect, pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance previously in offect, pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Berrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and rotain these payments as a lose reserve in lieu of mortgage insurance. Lender requires provided by an insurer approved by Lender again becomes available and is obtained. Berrower shall pay the premiums with any written agreement between Borrower and Lender or applicable law. PROJECTION TO SECURE THE SECOND SECON

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

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 condemnation or in the event of a total taking of the Property, the proceeds chall be applied to the sums secured by this Security Instrument, whether or not immediately before the taking of the Bornover. In the event of a pattlal taking of the Property in which the fair market value of the Property taking, unless Borrover and Lender otherwise agree in writing, the sums secured by this Security Instrument immediately before the proceeds multiplied by the following fraction: (a) the total amount of the sums secured limited by before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise proceeds shall be applied to the Broperty 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 Broperty instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or it, after notice by Londer to Borrower that the condemnor offers to make an award or sattle a

If the Property is abandoned by Borrower, or if, after notice by Londer to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower falls to respond to Londer 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 sums secured by this Security Instrument, whether or not then

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbarance By Lander Not a Waiver. Extension of the time for payment or modification of amortization of the original Borrower or Borrower's auccessors in interest. Londer 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 not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigna Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's co-signing this Security Instrument only to mortigage, grant and convey that Borrower's interest in the Property under the terms of this Security Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or this Security Instrument or the Security Instrument or the Security Instrument or the Security Instrument or the security Borrower and any other make any accommodations with regard to the terms of this Security Instrument or the Note (a) is instrument; the Construction of the Security Instrument or the Note (b) Loan Charges. If the loan secured by this Security Instrument or the Note (b) Loan Charges. If the loan secured by this Security Instrument or the Note (b) Loan Charges.

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 the permitted limit; and (b) any sums already principal owed under the Note or by making a direct payment to Borrower. Lender may choose to make this refund by reducing the prepayment without any prepayment charge under the Note.

prepayment without any prepayment charge under 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 Borrower or 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicts with applicable law, such conflict provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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. Transfar of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be if Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument. If Borrower fails to or demand on Borrower.

or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets cartain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in require to assure that the lion of this Security Instrument, Londer's rights in the Property and Borrower's obligation to pay the sums secured by this remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the 'Loan Servicer') that collects monthly the Note, if there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

20. Hazardous Substances. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. regulatory agency or private party involving the Property and any Hazardous Substance of private party involving the Property and any Hazardous Substance of the Property of small quantities of Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory authority, that any removal or other remediation of any Hazardous As used in this paragraph 20, 'Hazardous Substances' are those substances defined as toxic or hazardous with Environmental Law. Law and the following substances: gasoline, Perosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile federal laws and laws of the jurisdiction where the Property is located that relate to health, after or environmental protection.

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

federal laws and laws of the jurisdiction where the Property is located that relate to health, eafety or environmental protection.

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

21. Acceleration; Remedies. 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 recult in acceleration of the sums secured by this Security instrument and sale of the Property. The notice a default or any other defaults of Porrower to ecceleration, and the right to bring a court action to accept the non-existence of notice, Lender at its option may require immediate payment in full of all sums secured by this Security instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses evidence.

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(2) ใหม่ทำใหญ่ (ค.ศ. 1951) (ค.ศ. 1951) (ค.ศ. 1951) (ค.ศ. 1951) (ค.ศ. 1951) (ค.ศ. 1952) (ค.ศ. 1952) (ค.ศ. 1952) ผู้ที่ได้เกิด สิงครับสิ่งสุดทาง โดยสำนักสิงค์ เป็นสิงค์ (ค.ศ. 1954) (ค.ศ. 1954) (ค.ศ. 1954) (ค.ศ. 1954) (ค.ศ. if Londor invokes the power of sale, Lender shall execute or sauce 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 Berrower, and to other persons preactibed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public suction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more persols and in any order Trustee determines. Trustee may postpone sale of all or any percet 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 facle 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 person or persons legally emitted 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 dobt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and Lender shall charge Borrower a release fee 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 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' fees 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

| instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants an Agreements of this Security Instrument as if the rider(s) were a part of this Socurity Instrument. [Check applicable box(es)] | a |
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other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now hald by you under this Deed of Trust to the person or persons legally entitled thereto.

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