6309 ybay (2) year if yngord affine then been an enterprise the property of the part of the par instant countries than beneficially at any time collect and hold Funds in an amount not to exceed this lasset amount. Lender may estimate and a fewer section of the content and time collect at 12 both section in a manufacture of the content and the content at the Agencies of the control of the contr are exceed the amounts permitted to he hold by applicable law. Londor shall account to Borrower for the exects the requirements of applicable law. If the amount of the frunds hold by Londor at any time is not sufficient to pay the adt yag of traintitue tog at earlit you be tabled by the church self to toucone entitle was gracoung a construction of the church of the churc . The grantor is WILL JAM C SMITH, UR and DIANNE M SMITH, husband and wife sels as a credit against the sease societé by this Societly Instrument fiers S bins I subprigating reticulational yet bevisors already of ("Borrower"): The trustee is AMERITITIE. an Oregon of Corporation ("Trustee"). The Corporation ("Trustee"). The ("Trustee"). The beneficiary is WASHINGTON MUTUAL BANK , which is organized and existing nounder the laws of a Washington's rewood. You it does become, and whose address is 1201 THIRD AVENUE. SEATTLE, WA 98101 Borrower owes Lender the principal sum of ONE HUNDRED SIXTY-FIVE THOUSAND SEVEN HUNDRED FIFTY & and the formation of the state note dated the same date as this Security instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1st, 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, 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 Kr.AMATH an added light about towardes a record of the County, Oregon: का दिनाहर्य का अधिवाद्य PARCEL 2: OF LAND PARTITION 14-92 SITUATED IN THE NWI/4NWI/4, SECTION 1, TOWNSHIP 40 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, ORBIGON. ACCOUNT #4007-001BO-01000 AND M-225592 contracts processed acres in writing, insurance proceeds that be applied to restorated as repair of the Property der aged, a tre estre content is contentionly reachbe and Lander's requesty is not lessened. If the restention or reper is not economically 1998 PATM HARBOR MODEL #1067 WADTSON SERTAL # FACTORY ORDER of 1993 STONE CREEK FLEETWOOD SERIAL #CALFLP17AB153095K character and the series are series are series and the series are series are series and the series are series a year or response to the letter of to pay such secured by this Beauty instrument, whether or not then due. The 30-day period will begin when the notes the control to the control of in a company, he consider Maintenance and Property; Borrowet's Land Application; Lonseholds. Scripwet shall be company, he consider Maintenance and Property; Borrowet's Land Application; Lonseholds. Scripwet shall be considered in the Property; Borrowet's Maintenance and Property; Borrowet's Land Application; Lonseholds. Scripwet shall not be successive, unless tendence for all least one year either date of occupancy, unless tender of the street an invariant and some control of the successive manager of the successive military with held, or unlifes axionucling electrostrones exist which are beyond Borrowet across the manager of the successive methods are all the followed and the followed the first of the successive of the follower of the fo which has the address of 16953; HIGHWAY 661 pages return be a long for a KLAMATH PALLS, which has the address of 16953; HIGHWAY 661 pages return be able to a long for a kind of the property and in 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 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. province in the management of the mode of the province of the

commental SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

evaliations by inside the constitute a uniform security in the state of the constitution of the constituti

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 the story of the Note and any propayment 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 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 any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, if any; (e) yearly formulated and the property in 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 Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying 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 one-time charge for an independent real estate tex reporting service used by Lender in connection with this lean, unless applicable law provides one-time charge for an independent real estate tex reporting service used by Lender in connection with this loan, unless applicable law provides one-time charge for an independent real estate tex reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law fedures interest to be paid, Lender shall not be required to pay Borrower any interest 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 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 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 Escrow items when due, Lender shall account to Borrower any Funds held by Le

4.9 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 pay them on time directly to the person owed payment. 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 pay them on time directly to the person owed payment. 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 pay them on time directly to the person owed payment. 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 pay them on time directly to the person owed payment. 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 pay them on time directly to the person owed payment. Borrower shall pay them on time directly to the person owed payment. Borrower shall pay them on time directly to the person owed payment.

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 illen which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the enforcement of the obligation secured by the illen in, a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against 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 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 insurance against loss by fire, hezards included within the term extended coverage and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

coverage described above, Lender, help 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 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 notice is given.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date 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 polloles 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.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within stxy days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence within stxy days after the execution of this Security Instrument and agrees 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 ease to the Property or other material impairment of the lien created materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with less or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with lessidence. If this Security Instrument is on a leasehold, Borrower shall comply with the

the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower falls to perform the covenants and agreements contained in this Security 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 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. Although 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.

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

3. Mortgage insurance. If Lender required mortgage insurance as 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 cost to Borrower of the mortgage insurance previously in effect, growing insurance previously in effect, pay to Lender each month a sum equal to one-twelfth 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 Lender required by an insurer approved by Lender egain becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

Loan #: 01-0240-001212875-7

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 coprior to an inspection specifying reasonable cause for the inspection. Justia among a joint to taxon the property of the property in proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation or other taking of a total taking of the Property in proceeds shall be applied to the sums secured by this Security instrument, whether or not immediately before the taking is equal to or greater than the amount of the property in which the fair market value of the Property taking; unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument immediately before the property in which the fair market value of the Property taking; unless Borrower immediately before the taking. Any ballance shall be paid to Borrower in the event of a partial taking. Any ballance shall be paid to Borrower, in the event of a partial taking of the Property taking, unless Borrower and Lender otherwise agree in writing. Any ballance 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 provides, the proceeds shall be applied to the sums secured immediately before the sums secured by this Security Instrument whether or not the sums are then dustrial than otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then dustrial than otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then dustrial than otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then dustrial to Borrower that the condemnor offers to make an award or settle as the proceeds shall be applied to the

sums secured by this Security Instrument whether or not the sums are then dustries and proceeds and proceeds as the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle 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 sums secured by this Security Instrument, whether or not then

oue.

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

11. Borrower Not Released; 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 interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security instrument 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 walver of or preclude the exercise of any right or remedy.

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 co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 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.

14. Notices. Any notice to Borrower provided for in this Security Instrument and the terms of this Security Instrument.

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 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 Londer shall be given by first class mail to Lender's address stated herein or any other address Borrower. 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 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. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, oxercised by Lender if exercise is prohibited by federal law as of the date of 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 without further notice or demand on Borrower.

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 this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under

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. However, and 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 agency or private party involving the Property and, any Hazardous Substance of the Property. In accessary, Borrower shall promptly take all necessary remedial or other remediation of any governmental or regulatory admend, lawsuit or other remediation of any governmental or regulatory attentions in accordance with Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic petroleus and herbicides, volatile 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:

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 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 notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand 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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event of default and of Lon- which any part of the Prop Borrower, shall sell the Pr- notice of sale in one or m Property by public announ- Property at any sale. Trustee shall deliver implied. The recitals in the the proceeds of the sale in attorneys' fees; (b) to all su 22. Reconveyance. Property and shall surrender reconvey the Property without persons shall pay any records 23. Substitute Trust hereunder. Without conveyar herein and by applicable law. 24. Attorneys' Fees. an appellate court. 25. Ridders to this S instrument, the covenants on	ee. Lender may from time to the control of the Property, the successor. As used in this Security Instrument. If one or a degreements of each such rider strument as if the rider(s) were a particular of the rider(s) were a particular of the rider(s).	perty to be sold and shall cause see shall give, notice of sale law. After the time required shighest bidder at the time and frustee determines. Trustee of any previously schoduled, and conveying the Property was less and conveying the Property was less with the sale, including trument; and (c) any excess to used by this Security Instrument; and (c) any excess to use do the sevidencing debt secured by the Borrower a release fee in an after trustee shall succeed to all the and in the Note, attermeys and in the Note, attermeys a shall be incorporated into and and of this Security Instrument.	as such notice of the assessment of the assessment of the second of the	e occurrence of and in each county in y applicable lew to without demand on a designated in the ramy parcel of the may purchase the anty, expressed or Trustee shall apply able Trustee's and y entitled to it. the to reconvey the ustee. Trustee shall aw. Such person of Trustee appointed ferred upon Trustee bys' fees awarded by a particular trustee.
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Loan #01-0240-001212875-7

In Uniform Coversart 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 8 shall remain in officet.

G. ASSIGNMENT CF LEASES, Upon Lender's raquest after default, Borrower shall assign to Lender all leases of the Properly and sit security deposits made in connection with leases of the Properly and sit security deposits made in connection with leases and to execute new assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new heaven in the lease of decretion. As used in this paragraph G, the word "lense" shall mean "submage" in Sacretly instrument is on a leasehold.

Assignment of Rents, appointment of Receiver, Lender III posserioiver and assignment of Receiver, Lender III posserioiver and conditionally assigns and transfers to Lender III the renebecation and conditionally assigns and transfers to Lender III the renebecation of the Property regardless of to whom the Rents of the Property are payable. Borrower authorities agreed that each tenant of the Property shall pay the Rents to Lender that given Borrower notice of Lender is agains. However, Borrower here the Rents and Market Reneward and the Alvanda Rents of Rents and the Rents of Rents and R

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to as the Property without may showing as to the inadequedy of the Property as should be and managing the start from or the Property are not sufficient to cover the costs of taking control of and managing the start from or the Property are not sufficient to cover the coder for such numbers shall become

Property and of collecting the Rents any funds expended by Lender for such purposes shall become in some set Bernower to Lender Security Instrument pursuant to Uniform Covenant 7. Bornower represents and expressing and expressing and executed any prior assignment of the Rents and

A. ADDITIONAL PROPERTY SUBJECT. TO THE SECURITY INSTRUMENT: in addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument building materials; appliances and goods of every nature whatsoever now or hereafter located (in; on, or used) or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity; gas; water, air, and light, fire prevention and extinguishing apparatus, security and access control apparatus; plumbing, both tubs, water heaters; water closets; sinks; ranges) istoves, refrigerators, dishwashers, disposals, washers, dryers, awnings; storm windows; storm doors; screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. 'BORROWER'S RIGHT TO REINSTATE' DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence

MULTISTATE 1-4 FAMILY RIDER Fannie Wie/Freddie Was Unitorin Instrument Form 3170 9/80 (page 1 of 2 pages)

Loan #01-0240-001212875-7

in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues (Rents') of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender, or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender, or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any) other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security instrument are paid in full.

and in CROSS-DEFAULT; PROVISION on Borrower's! default: on breach; under rany intote; or agreement in which Lender has; an interest shall be: a breach; under the Security Instrument and Lender may invoke; any of the remedles permitted by the Security Instrument along and attached the most provided by the Security Instrument and additions the most permitted by the deemed to be deemed to be and remain a part of the provided to t

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B. USE OF PEOPERITY; COMPLIANCE WITH AW. Borrower shall not sale sport or each a through the local complete of the complete of the high many war is law higher or and requirements at an entire fredering and requirements at an entire fredering the fredering.

C. SURORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any iten interior to allow any iten interior to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other basacts for which insurance is required by Uniform Coronant 5.

E. CORROWER'S RIGHT TO REINSTATE, DELETED. Uniform Coverant 18 is deleted.
F. EORROWER'S CCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence.

MULTISTATE 1-4 FAMILY FIDER: Famila Mas/Fraddle Mac Uniform Instrument and Form 3170/9/90 (page 2 pl.2 pages):

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	day of the incorporated into and shall be deemed to amend an ame date, as modified by any other addendums or riders thereto (the
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Defined terms in the Note or the S the extent that this Addendum conflicts riders thereto, the terms and conditions	ecurity instrument shall have the same meaning when used herein. To with the terms and conditions set forth in the Security Instrument coefficient in this Rider shall control.
THE TERMS OF THE BORRO	WER'S LOAN PROVIDE FOR BOTH CONSTRUCTION
MAD LEUMANEM I LINVICIN	VG. THIS RIDER SETS FORTH THE DAVAGENT TERMS
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Property. Accordingly, and in addition	sidence and certain other improvements (the "Improvements") on the to the covenants and agreements made in the Note, Borrower and

A. CONSTRUCTION LOAN 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 interest 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".

Page 1: of 2

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TO BE RECORDED

TO BE RECORDED

B. PAYMENT DURING CONSTRUCTION LOAN PERIOD. Loan #:01-0240-001212875-7 Notwithstanding anything to the contrary in the Note or any other document related to my Loan, I will make Construction Loan Agreement beginning on thetet	
C. GSALE OR THANSPER OF PROPERTY DURING CONSTRUCTION LOAN PERIOD. Any provisions in the Note and Security Instrument which permit me to sell or otherwise transfer the property without paying my loan off in full are happilicable until construction of the improvements has been completed, the loan has been fully disbursed, and I have commenced making principal and interest payments to slow a provided above, a samphababa serliction by developing as just a reverse of the provided above. It is samphababated to the provided above of the provided above of the provided above. It is samphababated to the provided above of the provided above of the provided above of the provided above. It is samphababated to the provided above of the provided above of the provided above of the provided above. It is not the provided above of the provide	
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ADDITIONAL COVENANTS. The Lender, the Borrower, and the Borrower's construction contractor, and the Dolffional Construction Loan Agreement's which provides for the laws entered into a construction loan agreement (the "Construction Loan Agreements") on the construction of a one to four tentify residence and contain other improvements (the "Improvements") on the construction of a one to four tentify residence and contain other improvements made in the Note, Borrower and respenty. Accordingly, and in addition to the coverages and agree as follows: .ax: HTAMALN TO YTRUOD: NODERO TO THE CONTRACTOR.	
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of February A.D., 19 98 at 3:33 0'clock the 26th	
Mortgages P. M., and duly recorded in Vol. Mg.8	day
FEE \$45.00 On Page 6309 Bernetha G. Letsch, County Clerk By Kittlim Kinsul	
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