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expenditures of future Escrow items or otherwise in accordance *i* th applicable lait. The Funds shall be held in an institution whose deposts are insured by a federal agency, instrumentally, or entity (including Lander, if Lender is such an institution) or in any Federal Home Loan Bark. Lunder shall upply the Funds to pay the Escrow items. Lender may not charge Sorrower for holding and applying the Funds, annually analyzing the escrow account or verifying the Escrow items. Lender may not charge Sorrower for holding applicable tav 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 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 one purchase of earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender charge to Borrower, without charge, an entual 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 pletiged as additional security for all sums secured by this Security Instrument.

UCFI Form FIEOF03 (Oregon-Deed of Trust)

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Loan No. 153000003031

If the Funds held by Lander excandible amounts plannitied to be held by applitable law, Londer shall incount 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 litens when due, Lander ring, so notly Borrower a writing, and, in such use Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no invite than twelve monthly payments is at Lender's one discretion.

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Upon symplit in full of all sums secured by this Security Instrument, Lender shall promptly ratund to Borrower any Finds 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 against the sums secured by this Security Instrument.

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

4. Charges; Lens. Sorrower shall pay all taxes, assessments, charges, fines and impositions attributible to the Property which may attain priority over this Security Instrument, and leasehold payments or ground runts, if any. 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 allrectly to the parson over payment. Ecrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these priyments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shell promptly discharge any lien which has priority over this Security Instrument unless Eorrower: (a) agrees in writing to the payment of the oblightion 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 prevant 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 cetermines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, and the Eorrower 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 in provements how existing or hereafter errocted on the Froperty 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. This 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 unreason; bly withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option; obtain coverage to protect Lender's rights in the Proceety in accordance with paragraph 7.

All insurance policies and renewuls shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and nenewals. 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 promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurar se proceeds shall 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 and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums sociared by this Security in strument, 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 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 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 roombily payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Froperty 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.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Bojrower's Loan Application; Leasisholds. Borrover shall occupy, establish, and use the Property as Exprover's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Exprover's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consist shall not be unreasonably withheld, or unless detenuating croumstances exist which are beyond Eorower's control. Borrover shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste of the Property. Bonower shall be in default if any forteiture 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 line created by this Security Instrument of Lender's security interest. Borrower site works for a begin that in Lender's good faith judgment could result and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property of other material impairment of the lien created by this Security Instrument or Lender's security Interest. Borrower shall also be in cetault if Borrower, during the loan explication 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 jone, by the 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, prover shall not concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument is on a leasehold, prover shall comply with all the provisions of the lease. If Borrower's ec

7. Protection of Lender's Rights in the Property. If Borrower tails to perform the covenants and sgreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may def and pay for whittever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any surface secured by a Lender's provide the value of the Property and Lender's rights in the Property. Lender's actions may include paying any surface secured by a Lender's may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursted by Lender under this paragraph 7 shall beet me additional cabt of Borrower secured by this Security Instrument. Unless Borrower and Lander agree to other terms of payment, these amounts shall be an interest from the date of disbursement at the Note rate and shall be payable, with interest, upon holice from Lender to Elorrower requesting payment.

S. Mortgage Insurance. If Londer required motgage insurance as a condition of making the loan sicured by this Security Instrument, Borower shall pay the promiums required to maintain the motgage insurance in utilet. If, for any reason, the motgage insurance coverage required by Lender lapses or cease to be in effect. Elonower shall pay the premiums required to obtain doverage substitutially equivalent to the motgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the motgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the motgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the motgage insurance previously in effect. If substantially equivalent to the cost to Borrower of the motgage insurance previously in effect, if substantially equivalent motgage insurance coverage is not available. Borrower shall 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 motgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if motgage insurance coverage in the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the primiums required to maintain motgage insurance preved by Lender until the requirement for motgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender until the requirement for motgage insurance overage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender until the requirement between Borrower and Lender or applicable taw.

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9. Inspection. Lender or its agent may make reasonable entries upon and instactions of the Property. Lender shall give Borrower notice at the time of or pror to an inspection preciting reasonable cause for the inspection.

10. Condemination. The proceeds of any award or calm for damages, duriet or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of concern ation, are hereby assigned and shell bo paid to Lender.

In the avant of a total taking of the Property, the proceeds that he applied to the sums secured by his Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial bing of the Propinty in which the fair market value of the Property invested and the property in a barrower. taking is equil to or greater than the amount of the sums securid 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 amount of the proceeds multiplied by the following fraction: (a) the total amount of the stims secured immediately sefere the takin(; divided by (b) the frail market value of the Property immediately before the taking. Any balance shall be paid to Borrover. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the surns secured immediately before the taking, unless Berrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the same secured by this Security Instrument whether or not the sums are then

If the Property is abandoned by Borrower, or it, after notice by Lender to Berrower that the condemnor offers to make an award or settle a claim for damages, Berrower fails 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 due.

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 ; Fortxearance By Lender Not a Walver. Extansion of the time for payment or modification of amorization 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 or 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 amonization of the sums secured by this Security Instrumen: 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

12. Successors and Assigna Bound; Joint and Several Libbility; Co-signurs.

bind and benefit the successors and assigns of Lender and Bonower, subject to the provisions of paragraph 17. Bonower's covenants and agreements The covenants and agreements of this Security Instrument shall shall be joint and several. Any Borrowar who co-signs this Security instrument is ut does not execute the Note: (a) is co-signing this Security Instrument orly to mortgage, grant and convey that Borrover'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; and (c) agrees that Lender and any other Elorrower 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 or each

If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, and that law is finally 13. Loan Charges. 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 foun charge shall be reduced 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 Borroiver. It inder may choose to make this refund by reducing the principal owed under the Note or by making a cirect payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment

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 Barrower or Lender when given as provided in this

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.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfor of the Property or a Elemeticial Interest in Bor ower. 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 natiral person) without Lorder's price withen 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 exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrum int.

If Lender exercises this option, Lender shall give Borrower no ce of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or maled within which Borrowar multi pay all surno secured by this Security Instrument. If Borrower fails to pay these surns prior to the explication of this period; Lender may invoke any removies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrover's Right to Reinutate. If Borrover meets certain conditions. Borrover 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 Sciturity Instrument; or (b) entry of a judgment enforcing this Security instrument. Those conditions are that Borrower: (a) pays tender all sums which then would be due under this Socurity Instrument and the Note as if no acceleration had occurrent; (b) cares any default of any other covenante or agreent ents; (c) pays el expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys tees; and (d) takes such action as Lender may reasonably require to assure that the lion of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pity the sums sedured by this Security instrument shall continue unchanged. Upon reinstatement by Borrower, this Security instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of accels aton under paragraph 17.

19. Sale of Nois; 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 Borrowor. A sale may result in a change in the entity (knowin as the "Lean Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Sector 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 apover and applicable law. The notice will plate the name and address of the new Loan Servicer and the address to writin payments should be made. The notice will also contain any other information required by applicable live. 1.41 Ref 1 28511 allereta de

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Loan No. 15360030331

20. Hizzroous Statistances. Burrower shall not cause to permit the pressince, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Schower shall not do, nor allow anyone et in to do, anything affecting the Property that is in volation of any Environmental law. The presenting we sentences shall not apply to the pressince, use, to storage on the Property of small quantiles of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to reminentance of the Property.

Binowar shall promptly give Lencer written noice of any mesigation, claim, demand, lawsult of other action by any governmental or regulatory actency or private party involving the Poperty and any Hazardo it Substance and its Substance at the Witch Bornover has actual knowledge. If Ebrower is necessary Ecrower shall promptly take all necessary remadal actions in accordance with Environmental Law.

As used in this bindgraph 20, "Hazirdous Substances" are the substances defined as toxic or hazardous substances by Environmental Linw and the following substances: gasoline, kerosene, other filinmulte is toxic performing appears or formalder ide, and radicactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is ocated that relate to health, safety or environmental protection.

NON-UNIFORM COVENANT'S. Borrower and Leinder further covenant and egree as follows:

NON-UNIFORM COVENANTS: Borrower and Lender further covenant and egree as follows: 21. Accoleration; Remedida: Linder 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 curn the default; (b) a date, not less that 30 date specified in the notice is given to acceleration of the sums secured by this Security instrument and and of the Property. The notice shall nutther inform Sorrower of the right to bring a card and of the Property. The notice shall nutther inform Sorrower of the right to bring a card and of the Property. The notice shall nutther inform Sorrower of the right to bring a card and of the Property. The notice shall nutther inform Sorrower of the right to bring a card and of the Property. The notice shall nutther inform Sorrower of the right to bring a card at inter the notice the date specified in the notice of a data of the remedies of a data of the row shall further inform Sorrower of the right to acceleration and the right to bring a card at ion to assert this notice. Lender at its option may neglify informed to any other default is not cured on or to fore the date specified in the notice. Lender at its option may neglify immediate parmitted by applicable law. Lunder shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonative attorneys' fees and closes of the evidence.

If Lender Invokes the power of sale, Lender shall execute or cause Thistee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be hold and shall cause such notice to be recorded in each county in which any part of prescribed by applicable law. After the time required by applicable law to Borrower and to other persons auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any parcel of the Property by public announcement at the time and place of all or introduced the Property by public announcement at the time and place of any parcels of the Property by public announcement at the time and place of any parcels of the Property by public announcement at the time and place of any parcels of the Property by public announcement at the time and place of any parcels of the Property by public announcement at the time and place of any parcels of the Property by public announcement at the time and place of any parcels of the Property by public announcement at the time and place of any parcels of the Property by public announcement at the time and place of any parcels of the Property by public announcement at the time and place of any parcels of the property by any parcels of the property by applicable the termines.

Trustee shall deliver to the purchaser Trustee's dead conveying the Property at any pars. Trustee shall deliver to the purchaser Trustee's dead conveying the Property without any covenant or warranty, expressed or implied. The recitate in the Trustee's deed shall be prima tacle evidence of the furth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expresses of the sule, including, but not ilmited to, reasonable "trustee's and atterneys" fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. Reconveyance. Upon payment of all survey secured by his Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrencier this Security Instrument and all notes evidencing det secured by this Security Instrument to Trustee. Trustee shall reconvey the Property and shall without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. Substitute Trustee. Lender may from time to time remove Trustee and exposite a successor busies to any Trustee appointed hereunder. Without coveyable of the Property, the successor busies shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

As used in this Security Instrument and in the Note, "apprneys' fees" shall include any attorneys' fees awarded by an appellate colint.

25. Richers to this Security Instrument. If one or more richers 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 intend and supplement the covenants and agreements of this Security Instrument. [Chuck applicatile box(cs)]

| Adjustable Rate Rider | 🖵 Condominium Rider | | 🗇 1-4 Family Nitler |
|--|---|---------------------------------------|--|
| Gracuated Payment Pider | S Planned Jrift Develop | ent Rider | D Biveekiy Paymant Rider |
| D Ballcon Fictor | Bate Improvement Rid | | Second Horne Aider |
| B Other(s) [specify] | Nanulactured Home F | l s er | |
| Construction Loan Rider BY SIGNING BELOW, Borrower accept Formatic and unstructed with a | ts and agrees to the term | anci covenante | contained in this Security Instrument and in any ricks(s) executed by |
| Witnesses: | | | |
| | | | |
| AUSSELL L. DAVIS ; BORTOTTES | | (Seal) | (Seal) |
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| Patricia L. Davies | al e presidente de la composición de la El composición de la c | (Seal) | |
| PATRICIA L. DAVIS - Botrower | en en tar de la | | (Seal) |
| STATE OF OF Lopn)) SS COUNTY OF KILLYMUTHAD |) | NIVIDUAL ACI(H | LISA LEGGET - WEATHERBY () |
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| COUNTY OF KILLYMUTIC | | | A MY IXIMASSION EXPERSION 20, 1999 (A A MARKA A RESEARCE SARES AND BEREDATED |
| On this day before me, the PATRICIAL DIVIS | undersigned Notary | ubăc, personu me known to bu | Ily appeared RUSSILL DAVIS 0 the individual describe: In and who skeculed he Deec of Trust, and |
| acknowledged that he or she signed the Given yester my hang any othicle seal thi | | | ity appeared HUSSILL LOAVIS 0. the individual describer: In and who speculiad the Deed of Trust, and ity act and deed, for the uses and purposes therein memboned. |
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Loan No. 153000003031

日本国語

BORROVIER: RUBSELL L DAVIS PATRICIA L DAVIS

PROPERTY: LOT & SAYLER STREET, KLAMATH FALLS, ORI GON 97603-

CONSTRUCTION LOAN RIC ER (INCLUDING SECURITY AGREEMENT) TO THE DELED OF TRUST (MANUFACTURED HOUSING UNITS)

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THIS CONSTRUCTION LOAN FIDER (the "Rider") shall be detend to amend and supplement the Mortgage, Deed of Trust, and any and all riders or amendments thereto (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Lunder of the same date ("Note") and covering the Property described in the Security Instrument ("Property"). If the Federal Home Loan Mortgage Convortion or the Federal National Mortgage Association buys all or some of the Lunder's rights under the Security Instrument and Note, the provisions and agreements in this Addendum will no longer have uny force at a effect.

TO BE RECTORDED WITH THE DEED OF TRUST

AMENDED AND ADDITIONAL COVENANTS. In addition to se covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

1. Construction Loan Agreement. The principal amount of the Note which Borrower promises to pay is either: (1) the amount stated in the Promise to Pay Section of the Note, or if less, (2) the aggregate amount advanced by the Lender under the Construction Loan Agreement. Borrower agrees to The loan to be evidenced by the Note shall be disbursed in accordance with the terms and conditions of the Loan Agreement. Borrower agrees to comply with the doverants and conditions of the Loan Agreement. Borrower agrees to made a part of the Security Instrument. All loan amounts disbursed to Borrower under the Loan Agreement shall be evidenced by the Note. The Loan Agreement provides for the construction of certain Improvements ("Improvements") on the Property. All advances made by Lender pursuant to the Loan Agreement, shall be an indeptedness of Borrower secured by the Security Instrument, and the performance of all covenants required by the Loan Agreement. The Security Instrument's secure to be advected by the Loan Agreement. The Security Instrument's secure to advect the terms of the Loan Agreement. The Security Instrument's secure to a such a such advances may be obligatory under the terms of the Loan Agreement. The Security Instrument's secures the payment of all sums and the performance of all covenants required by the terms of the Loan Agreement. The Security Instrument, or the Note ("Loan Distuments"). The Collateral shall secure the Sums Secured (as that term is defined in the Security Instrument, or the loan Agreement and the performants, iconditions and agreements of the Loan Agreement, the security Instrument, or the loan force prover to keep and perform all the excentes and agreements of the Loan Agreement, the security Instrument to the loan Agreement, the security Instrument to the loan Agreement, the security Instrument's context to the loan Agreement. The Security Instrument's context to the advances and the performance of all covenants required by the under the terms of the Loan Agreement. The Security Ins

2. Future Advances. In the event there has been no default as defined in the Note or Loan Agreement, or the Security Instrument, Lender is legally obligated to make advances of principal upon application therefore by the Sprover in accordance with the provisions of the Note and Loan Agreement, up to a maximum principal amount, which is equal to the amount of the Note and security Instrument, plus interest and amounts to protect security. Such advances shall be evidenced by the Note and Loan Agreement and security Instrument.

3. Assignment of Rights or Claims. From time to time as Lander deems necessary to protect Lender's interest. Borrower shall, upon request of Lender, execute, acknowledge before a notary, and deliver to Lander, assignments of day and all rights or claims which relate to the construction on Lender, execute, acknowledge before a notary, and deliver to Lander, assignments of day and all rights or claims which relate to the construction on the Property.

4. Breach by Borrower. In case of breach by Borrower of the covenants and conditions of the Loan Agreement, subject to any right of Borrower to cure his or her default, Lender, at Londer's option, with or without entry upon the Property. (a) may invoke any of the rights or remedies provided in the Loan Agreement, or (b) may accelerate the sums secured by the Security instrument and invoke any of those remedies provided for in the Security Instrument, or (c) may do both although failure to exercise any of its rights and remedies at any one time does not mean a waiver.

5. Termination of Loan Agreement. During the Construction Period of the loan the Lender will advance funds in accordance with the Construction Loan Agreement. The "Construction Period" is defined as the period extending from the date of Lender's initial advance of funds until the first day of the month preceding the date of the first monthly payment of principal and interest stated in the Note. On the day the Construction Period of the loan the until the first day of the month preceding the date of the first monthly payment of principal and interest stated in the Note. On the day the Construction Period ends, the loan evidenced by this Note will be a permanent montgage loan ("Permanent Miortgage Loan Cate"). Beginning on the Permanent Niortgage Loan Date, interest shall accrue as stated in the Note, and interest of principal and interest shall be due and payable as set forth in the Note. After the commencement of anxinization of the Note, the "erms of the Loan Agreement shall be full and void, and there shall be no claim or defense arising out of or in connection with the Loan Agreement against the oblightions of the Note and the Security Instrument.

6. Property. The property covered by the Security Instrument includes the Property described or releated to there n, together with the following, all of which are referred to as the "Property." The portion of the Property encoded by the Security instrument includes the Property which constitutes real property is sometimes referred to as the "Real Property". The portion of the Property which constitutes personal property (including, but not limited to the Personal Property Collateral clescribed in the Note) is sometimes referred to as the "Personal Propert," listed as follows:

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Loan No. 153 00000001

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Width & Length: 33 ii 44

The Manufactured Home includes the additional Appliances, Accessories and Furnishings:

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The Security Instrument also covers proceeds of the Manufacturod Home, and all accessions, attachments, accessiones, replacements and additions 1) it, whether added new or later. After the Manufactured Home is permanently affixed to the Floal Property, it shall be Real Property, and no longer

Despite any other provision of this Rider or any other Lean Document, however, Lander is not granted, and will not have, a nonpurchase money security interest in household goods, to the extent that such a security interest would be prohibited by applicative law.

7. Security Agreement and Financing Statement. The Security Instrument shall be a security agreement granting a Lender a first and prior socurity interest in all of Borrower's right, tills and interest in, to and ill ider the Personal Property, under and within the meaning of the applicable State izws, as well as a document granting a ten upon and against the Rect Property. In the event of any foreclosure sale, whether made by Trustee or a s ibstitute trustae, or under judgment of a court, all of the Fleat and Furgeonal Property may, at the option of Londer, be so'd as a whole or any part thereof. It shall not be necessary to have present at the place of such sale the Person if Property or any part thereof. Lender, as well as Trustee or any substitute trustee on Lender's behalf, shall have all the rights, remedies and recourse with respect to the Personal Property afforded to a "Secured Party" by the applicable State laws in addition to and not in limitation of the other rights find recourse afforded Lender and/or Trustee or any substitute trustee under the Security Instrument. Borrower shall, upon demand, pay to Lender the amount of any and all expenses, including the fees and d sbursements of Lender's legal counsel and of any expert and agents which Lender may incur in connection with: (i) the making and/or administration of the Security Instrument; (ii) the custody, preservation, use or optration of, or the sale of, collection from, or other realization upon any property, real and/or personal, described in the Security Instrument; (iii) the exercise or enforcement of any of the rights of kender under the Security Instrument; or (iv) the failure by Borrower to perform or observe any of the providions or covenants in the Security Instrument.

Lender may, at its election, at any time after the delivery of the Security Instrument, sign one or more copies of the Security Instrument in crder that such copies may be used as a financing statement under the applicable State laws. Lancier's signature need not be acknowledged, and is not ne cessary to the effectiveness hereof as a deed of trust, a security agreement, or (unless otherwise required by applicable law) a financing statement.

Borrower also authorizes Lender to sign and file, without Borrover's signature, such financing and continuation statements, amendments, and supplements theread and other documents which Lender may from tinta to time deeth nicessary to perfect, preserve and protect Lender's security interest in the Property. If any other documents are becessary to protect Ler der's interest in the Property. Borrower agrees to sign these documents whenever Lender asks. Borrower also gives Lender permission to sign these doct ments for Borrower is a particular to a sign these doct ments for Borrower is a particular to a sign these doct ments for Borrower is a particular to a sign these doct ments for Borrower is a particular to a sign these doct ments for Borrower is a particular to a sign these doct ments for Borrower is a sign these docts ments for Borrower is a sign the sign these docts ments for Borrower is a sign the sign these docts ments for Borrower is a sign the sign these docts ments for Borrower is a sign the sign the

a. Invalid Provisions. If any provision of the Security Instrument is declared invalid, illegal, or unanforceable by a court of competent jur sdictkin, then stori initiald, lagal or thenfol cable provision shall be severed from the Security Instrument and the remaincier enforced as if such invalid, illegal or unenforceable provision is not a part of the Security interument. 医甲基甘油 化甘油

9. Alteressos. The name and address of the Borrower is: RUSSELL L DAVIS PATRICIA L DAVIS 2003 CASI SON DR h ha i ai ा जन्म में 2003 CARLISION DR KLAMATH FALLS, OR 97603 네네 The name and address of the Lunder/Secur II Party is: UNITED CINERANIES FUNCING, INC. 2051 KILLEBREW DRIVE, SUITE 210 This will CLOOMINI TON MN 55425 的同时的 対対からわたら Antern Provide Anterna

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Loan No. 153803009631

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UNITED COMPANIES FUIDING, INC.

Nanufacturi i Home Rider to Deed of Trust

- 1 Meaning of Some Words. As used in this Rider, the terr "Security Instrument" means the Montgage which is cated with the same cate as this R der. As used in this Rider and in the Security Instrument, the term "Note means the Promissory Note and Security Agreement which is dated with the same date as the Security Instrument. As used in this Rider, the term "Leinder" means UNITED COMPANIES FUNDING, INC. and any subsequent holder of the Note and the Security Instrument. As used in this Rider, the term "Security Instrument" means anyone signing the Note or the Security instrument as a Bonower. As used in this Rider and in the Security Instrument, the term "Property" includes the Manufactured Fome, as that term is defined in the Note.
- 2 Purpose and Effect of Rider. Lender requires Borrower to agree to the provisions that are contained in this Rider as a contition of Lender making a loan to Borrower. IF THERE IS A CONFLICT BETWEEN THE PROVISIONS IN THIS RIDER AND THOSE IN THE SECURITY INSTRUMENT OR THE NOTE, THE PFOVISIONS IN THE RIDER WILL BE CONTROLLING; THOSE PROVISIONS IN THE SECURITY INSTRUMENT AND NOTE WILL BE ELIMINATED OR MODIFIED AS MUCH AS IS INCLESSARY TO MAKE ALL OF THE CONFLICTING TERMS AGREE WITH THIS RIDER. If the Federal Home Lean Wording Corporation, the Federal National Mortgage Association, or any other federal or state governmental agency, buys all or some of the Lender's rights under the Note or the Security instrument, the provises and agreements in this Rider will no longer have any force or affect.
- 3 Application of Borrower's payments. I MAY PREPAY ANY AMOUNT'S DUE UNDER THE NOTE OR THE SECURITY INSTRUMENT AT ANY TIME, WITHOUT PENALTY.

4 Linder's Security Interest. The Collateral described in the Note also shall secure the sums secured as described in the Security Instrument.

- 5 Flood Insurance I will keep the Manufactured Home and any other buildings on the Property insured against loss by flood if the Property is located in a special flood hazard area.
- 6 Insurance Premiums. I will reimburse the Lender for any premiums paid by the Lender for hazard insurance (including comprehensive policies) or flood insurance because I have failed to do so. I also agreed hat the premiums paid by the Lender will be secured by the Security Instrument.
- 7 Lender's Option to Use Insurance Proceeds. I agree if it Lender will have the choice of either using any incurance proceeds to reduce the amount that I owe to Lender under the Note and the Security Instrument or fill replacing and/or reputing the Property.
- 8 Hazard insurance Co-Insurance. The Hazard Insurance obtain will not orntain a co-insurance clause, unless specifically authorized by Lender.
- 9 Londer's Use of Condemnation Proceeds. All proceeds of any condemnation of a part of the Property shall be used to reduce the amount 1 over to Londer.
- 10 Additional Alights of Lender in Event of Foreclosure and tiels. In addition to those rights granted in the Security Instrument, Lender shall have the following rights in the event Leider starts a lawsult for for sclosure and salin of the Property.

a) All reasonable sums paid by Lender In starting and canying on the lawsulf for foreclosure and sals, including reasonable attorney's fees and all costs allowed by law, togethur with interest on all of these sims at the interest rate stated in the Note, shall be paid by me or added to the principal lowe the Lender.

b) The Property may be sold in one parcel.

c) Lender, in any action to foreclose this Security Instrument is shall be entitled to appointment of a neceiver without any special notice to me, and Londer shall have this right no matter what belance I owe to Londer.

11 Additional Events of Default. I will be in default on the Note and the Security Instrument.

- a) If any structure on the Property shall be removed, der olished, or substantially altered;
- b) If I fail to comply with any requirement of fielderal, state or municipal authorities (the Lender, however, may comply and add the expense to the montgage dt xt); or
- c) If the property becomes vacant or not owner occupier.

12 Prior Hotice and Opportunity to Correct Broken Promise a Lander Will give Borrover any prior notice and any opportunity to make up a missed payment or correct a broken promise as required by applicable law,

By signing this Rider, I agree to all of the above provisions.

| Dated: 41 - 52.57 , 19 28 | | in the second | (SEAL) |
|---------------------------|---|---|--------|
| Dated: 1-28, 19, 98 | FULISELL L. DAVI :- BOITOMOR Catalica (L. Davi | | (SFAL) |
| Date/d' | PATESCIA L. DAVILI - Borrower | | (SEAL) |
| Date:d:, 16 | | | (SEAL) |
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UCFI Form REOR03 (Oregon-Manufactured Home Rider to Decis of Trust)

10/10/96 (r. 03/63/37)

Loan No. 1535(0003031

TO BE REPORDED WITH THE DEED OF TRUST

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CILENDER: CONTRECT COMPANYES FUNDING, INC. CONTRECT OF CONTRECT.

PROPERTY: LOT & SAYLER STREET, KLAMATH FALLS, OF EGON 97605-

CONSTRUCTION LOAN RIDER (INCLUDING SECURITY AGREEMENT) TO THE DEED OF TRUS I (MANUFACT, IRED HOUSING UNITS)

THIS CONSTRUCTION LOAN. NIDER (the "Rider") shall be dremed to amend and supplement the Mortgage, Deed of Trust, and any and all riders or amendments thereto (the "Sectority Instrument") of the same drite given by the indersigned (the "Sorrower") to secure Borrower's Note to Lender of the same drite ("Note") and drivering the Property' described in the Security Instrument, ("Property"). If the Federal Home Loan Mortgage Corporation or the Federal National Montgage Association buys at or some of the Lunder's rights under the Security Instrument and Note, the provisions and argements in this Addendum will no longer have any force and effect.

AMENDED AND AUDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Bernower and Lender further covenant and acres as follows:

1. Construction Loan Agreement. The principal amount of the Note which Borrowar promises to pay 3 either: (1) the amount stated in the Fromise to Pay Section of the Note, or if less, (2) the aggregate amount idvanced by the Lender under the Construction Loan Agreement ("Loan Agreement"). The totan to be evidenced by the Note shall be disbursed in accordance with the terms and conditions of the Loan Agreement. Borrower egrees to comply with the covenants and conditions of the Loan Agreement and conditions of the Loan Agreement. Borrower egrees to comply with the covenants and conditions of the Loan Agreement and conditions of the Loan Agreement. Borrower egrees to comply with the covenants and conditions of the Loan Agreement and conditions of the Loan Agreement. All lean amounts disbursed to Borrower under the Loan Agreement shall be evidenced by the Note. The Loan Agreement provides for the construction of certain the proviments ("Inproviments") on the Property. All advances made by the Note. The Loan Agreement shall be an indebtedness of Borrower secure; if by the Security Instrument, and and all covenants required by the Lender in the Loan Agreement, the Security Instrument, or the Note ("Loan Agreement of all sums and the performance of all covenants required by the Lender in the Loan Agreement, the Security Instrument, or the Note ("Loan Cycuments"). The Collaberal shall secure the Sums Secured (as that term is defined in the Security Instrument). Upon the failure of 13 prover to keep and perform all the covenants, conditions and agreements of the Loan Agreement, the principal sum and all interest and other charges provided for in the Loan Documents and secure hereby shall, at the option of the Loan Agreement, the principal sum and all interest and other charges provided for in the Loan Documents and secure hereby shall, at the option of the Loan Agreement, the option of the failure of 13 prover to keep and perform all the covenants, conditions and agreements of the Loan Agreements and other charges provid

2. Future Advances. In the event there has been no default as defined in the Note or Loan Agreement, or the Security Instrument, Lender is legally obligated to make advances of principal upon application herefore by the Honover in accordance with the provisions of the Note and Loan Agreement, up to a maximum principal amount, which is equal to the amount of the Note as set forth in the Security Instrument, plus Interest and anounts to protect security. Such advances shall be evidenced by the Note and Loan Agreement and security instrument.

3. Assignment of Rights or Claims. From time to time as Lander deems recessary to protect Lander's interest. Borrower shall, upon request of Linder, execute, acknowledge before a notary, and deliver to Linder, assignments of any arid all rights or claims which relate to the construction on the Property.

4. Breact by Borrower. In case of breach by Borrower of the covenants and conditions of the Loan Agreemint, subject to any right of Borrower to cure his or her default, Lender, at Linder's option, with or without entry upon the Property. (a) may invoke any of the rights or remedies provided in the Loan Agreement, or (b) may accelerate the sums secured by the Security instrument and invoke any of those remedies provided for in the Security instrument, or (c) may do both although failure to exercise any of its rights and remedies at any one time does not mean a waiver.

5. Termination of Loan Agroament. During the Construction Period of the loan the Lender will advance funds in accordance with the Construction Loan Agreement. The "Construction Period" is childred as the period extending from the date of Lender's initial advance of funds until the first day of the month preceding the date of the first monthly payment of principal and interest stated in the Note. On the day the Construction Period ends, the loan Date", Beginning on the Permanent Mortgage Loan Date, interest shall accrue as stated in the Note: and monthly payments of principal and interest shall be due and payable as set forth in the Note. After the commencement of the Note, the torms of the Note and the Security Instrument.

6. Property. The property covered by the Security Instrument includes the Property described or referred to therein, together with the following, all of which are referred to as the "Property." The portion of the Projecty." (described below) which constitutes real property is sometimes referred to as the "Property." The portion of the Projecty. "The portion of the Projecty." The portion of the Projecty." The portion of the Projecty. The portion of the Projecty which constitutes personal property is constitutes and the Property Collateral described in the Note) is sometimes referred to an the "Personal Property." The portion of the Projecty." The portion of the Projecty which constitutes personal property is constituted to the Personal Property Collateral described in the Note) is sometimes referred to an the "Personal Property." Extend as follows:

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The Security instrument also covers proceeds of the Manufactured Home, and all accessions, attachments, accessions, replacements and additions to it, whether added now or later. After the Manufactured Home is permanently affixed to the Final Property, it shall be Real Property, and no longer Personal Property.

Dospite any other provision of this Fider or any other Loan Document, however, Londer is not granted, and will not have, a non-purchase money security interest in household goods, to the extent that such a security interest would be prohibited by applicable law.

7. Security Agreement and Financing Statement. The Security Instrument shall be a security agreement granting a Lender a first and prior becurity interest in all of Epirover's right, the and interest in, to and a derithe Personal Property, under and wathin the meaning of the applicable State taxs, as well as a document granting a lien upon and egainst the Real Property. In the event of any forecleare sale, whither made by Trustee or a substitute taxes, as well as a document granting a lien upon and egainst the Real Property. In the event of any forecleare sale, whither made by Trustee or a substitute taxes, or under judgment of a court, all of the Real and Property. In the event of any forecleare sale, whither made by Trustee or a substitute taxes, or under judgment of a court, all of the Real and Property. In the event of any forecleare sale, whither made by Trustee or a substitute taxes, or under judgment of a court, all of the Real and Property in any at the option of Lender, be sold as a whole or any part hereof. It is all not be necessary to have present at the place of such gale the Personal Property or any part thereof. Lender, as well as Trustee or any substitute taxes, on Lender's behalf, shall have all the rights, remedies and recourse with respect to the Personal Property afforded to a "Secured "arty" by the applicable State laws in addition to and not in limitation to the other rights and recourse afforded Lender and/or Trustee or any substitute rustee uncer the Security Instrument. Borrower shall, upon demand, pay to Lender the amount of any and all expenses, including the fees and fisbursements of Lender's legal coursel and of any expert and agents which Lander may incur in connection with: (i) the making and/or administration of the security instrument; (ii) the custody, preservation, use or op aration of, or the sale of, collection from, or other realization upon any property, real and/or personal, described in the Security Instrument; (iii) the exercise or enforcement of any of the rights of Le

Lander may, in its election, at any time after the delivery of the St curity Instrument, sign one or more costs of the Security Instrument in order that such copies may be used as a financing statement under the applicable State laws. Londer's signature med not be acknowledged, and is not necessary to the effectiveness hereof is a deed of trust, a security agreement, or (unless otherwise required b) applicable law) a financing statement.

Berrower also euthorizes Lender to sign and file, without Borrower's signature, such financing and continuation statements, amendments, and supplements thereto, and other documents which Lender may from the to time deem necessary to perfect, preserve and protect Lender's security interest in the Property. If any other documents are necessary to protect Lender's interest, in the Property, Borrower also gives Londer permission to sign these documents for Sorrower.

8. Invalid Provisionis. If any provision of the Security Institument is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, then such invalid, illegal or unenforceable provision shall be severed from the Security Institument and the remainder enforced as it such invalid, illegal or unenforceable provision is not a part of the Security Institutent.

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The name and address of the Lender/Sec. red Party is: UNITEL CONFANIES FUNDING, INC. 2051 ICILLEE REW DRIVE, SUITE 210 BLOCHINGTON, MN 55421

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10. Relation to Loan Agreement. The Security Instrument I: subject to all of the applicable terms of a conditions contained in the Loan Agreement. This Loan Agreement is to be filed in the County Clark's Office in the County where the Propenty is localed at the same time the Security Instrument is recorded. If Borrower talks to keep any of the promises Borrower makes in the Loan Agreement, Lender may require that the entire balance of Borrower's dely to Lender be paid immediately.

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11. Paragraph 6 of the Security Instrument

The first sentence of Paragraph 6 of the Security Instrument is hereby modified to read as follows:

Borrower shell occupy, establish, and use the Property as Borrower's principal residence within 60 days after the end of the Construction Period and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consern shall not be unreasonably withheld, or unless externuating circumstances exist which are beyond Borrower's control.

All other provisions in Paragraph 6 of the Security Instrument Lemain unchanged.

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

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EXHIBIT A" LEGAL DESCHIPTION

Lot 8 OF EVERGREIEN MEADOWS - TRACT 13/12, according to the official plat thereof on file in the office of the County Clerl of Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH : 85.

| Filed for record at request of | | | | Amerititle | | | | | | | | the | 1st | | | dav | | | |
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