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Forest Products Federal Credit Union Klimath Falls, OR 97601 District classes in house range a popular personal research

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DEED OF TRUST ("Security Instrument") is made on the property of the property of the grantor is Gary L. Haley and Kathleen A. Haley George see in 16 Con concession and consequence of the contestion Adver a variable to total passed a lite of total section by It is the management of the blood of the control of nos se consecuente en escriptivo de la completa de Como las secolos de la completa en la completa de la completa de la completa de la completa de la completa de

The beneficiary is Forest Products Federal Credit Union, which is organized and existing under the laws of Oregon and whose address P.O. Box 1179, Klamath Falls, OR 97601

). This debt is

Borrower owes Lender the principal sum of Thirty Five Thousand Dillars and no/100 Dollars (U.S. 4:35,000.00

evidenced by Borrovier's 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 July 1, 2013. This Security Instrument secures to Linder: (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 in evocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in K1 anath County, Oregon: 1990, 1991, 1991, 1999, 1990, 1990, 1990, 1990, 1990, 1990, 1990, 1990, 1990, 1990, 19

Lot 24, Block 29 of KLAMATH FALLS FOREST ESTATES, HIGHWAY 66 UNIT, PLAT NO. 2 according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. पीत हैं है के अनुसर्वेद से मार्कित कर स्वीत करिया में असमें बर्द कर है। से कि बद्ध स्वती है से कि

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which has the address of the 2045 Ground Squirre 1. Drive And the account Ronard Bonard Account Research Account Representation of the second Research Resea

Tegon | Zp |>de) TOGETHER WITH all the Improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lewfully salsed of the estate hereby conveyed and has the right to grant and convey the Propiety and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defined generally the title to the Property against all claims and demands, subject to any encumbrances of record. THIS SECURITY INSTRUMENT HORDING UNITED COMMINISTRATION IN THE RECEIVED TO A JUNEAU COMMINING WATER

OREGON-SINGLE FAMILY-FRMA/FHLMC UNIFORM INSTRUMENT PAGE 1 OF 6 ISC/CMDTOR//0792/3038(9-90)-L

TO WAY 30 SU FORM 3036 9/90

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with isian i cue The COMPONER STATES AND A THE SECRETARY WELKONSON limited variations by jurisdiction to constitute a uniform security instrument covering real property.

- UNIFORM GOVENANTS. Borrower and Lender govenant and agree as follows: 1. Payment of Principal and Interest; Prepayment and Late Changes. Bonower shall promptly pay when due 1. Payment of Principal line interest; Prepayment and Late Charges, Bonower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written weiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full; a sum (Funds) for (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly lease training anyments or around rante on the Property. yearly taxes and assessments which may attain priority over this becumy instrument as a neit on the Property, (d) leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) leasehold payments or ground rents on the Property. leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by genty flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; at any; at any time, collect and hold Eunds in an amount not premiums. These items are called "Escrow Items." Lender may; at any time, collect and hold Eunds in an amount to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as arrended from time to time. 1911 S.C. account under the federal Real Estate Settlement Procedures Act of 1974 as arrended from time to time. To exceed the maximum amount a render for a rederany related mongage loan may require for borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § account under the redenal rieal Estate bettlement Procedures Act of 1974 as amended from time to time, 12 U.S.U. 3 2601 st seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time collect and hald Eurobe has a second set and hald Eurobe has a second set. Zeur et seq. ("HESPA"), uniess another law that applies to the Funds sets a lesser amount. It so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds time, collect and hold Funds in an amount not to exceed the lesser amount. time, collect and now runds in an amount not to exceed the lesser amount. Lenger may estimate the amount of runds on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity ine runos snaii de neig in an institution whose deposits are insured by a rederal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to uncluding Lender, it Lender is such an institution) or in any rederal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the account or verticing the Ferrow Items, unless Lander never Borrower interest on the Funds and applying the Ferrow Items. accordance with applicable law. pay the Escrow items. Lerider may not charge borrower for notcing and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law escrow account, or verifying the Escrow tiems, unless Lender pays porrower interest on the runus and applicable permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an accompanie made or applicable law requires interest to be point. independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law requires interest to be paid, Lender shall not be provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be provided to pay Porcellor and Island and and Isla provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest one hall be read a lander shall be read a lander shal required to pay borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds should be paid and debits to the Funds and the rest shall be paid and debits to the Funds and the rest shall be paid and debits to the Funds and the rest shall be paid and debits to the Funds and the rest shall be paid and debits to the Funds and the rest shall be paid and debits to the Funds and the rest shall be paid and debits to the Funds and the rest shall be paid and debits to the Funds and the rest shall be paid to that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an almost 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 If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Entrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held Entrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held Entrower for the excess Funds in accordance with the requirements when due, Lander may so notify Borrower in writing, and, by Lender at any time is not sufficient to pay the Escrow Items when due, Lander may so notify Borrower shall make up the deficiency. Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion. the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Londer shall promptly refund to Borrower any Upon payment in tall of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale as a credit against the 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 provides otherwise, all payments received by Lender under 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under payable paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note. sums secured by this Security Instrument.
- 4. Charges; Lieris. Borrower shall pay all taxes, assessments, charges; fines and impositions attributable to the Property Which may attain priority over this Security instrument, and leasehold payments or ground rents, if any.

  Remover shall pay these chilications in the manner moulded in paragraph 2 or if not paid in that manner. Remover shall pay these chilications in the manner moulded in paragraph 2. Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any.

  Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall promptly furnish to Lender all notices of shall pay them on time directly to the person owed payment. Borrower shall promptly furnish amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in legal proceedings which in the Lender's pointon agreed faith the lien by or defends against enforcement of the lien in legal proceedings which in the Lender's pointon agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests if good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion good faith the lien by, or defends against enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien and of the Property legal proceedings which is a proceeding the lien to the Security legal proceedings which is a proceeding the lien to the Security legal proceedings which in the Lender's opinion to the lien to the Security legal proceedings which in the Lender's opinion to the lien to the Security legal proceedings which in the Lender's opinion to the lien to the Security legal proceedings which in the Lender's opinion to the lien to the Security legal proceedings which in the Lender's opinion to the lien to the Security legal proceedings which in the lien to the Security legal proceedings which in the lien to the Security legal proceedings which in the lien to the Security legal proceedings which in the lien to the Security legal proceedings which in the lien to the Security legal proceedings which in the lien to the Security legal proceedings which in the lien to the Security legal proceedings which in the lien to the Security legal proceedings which is the lien to the Security legal proceedings which is the lien to the lien to the Security legal proceedings which is the lien to the lie operate to prevent the enforcement of the lien; of (c) secures from the project of the lien an agreement suspection of the Property is subject to allow which the lien to this Security Instrument. If Lender determines that any part of the Property is subject to allow which the lien to this Security Instrument. I condensity the Representation of the Representation of the Property is subject. Lender suppromitting the lien to this Security instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. to a nen which may attain priority over this security instrument, Lender may give Borrower a notice identifying the lien of take one or more of the actions set forth above within 10 days of the giving of notice. 5. Hezard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the

Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts including floods or flooding, for which Lender requires insurance carrier providing the insurance shall be chosen by Borrower and for the periods that Lender requires. The insurance carrier providing the insurance shall be coverage described and for the periods that Lender requires. The insurance carrier providing the insurance shall be coverage described in the periods that Lender requires approval which shall not be unreasonably withheld. If Borrower fails to maintain accordance with above; Lander may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7 dada e il casait union paragraph 7.

OREGON-SINGLE FAMILY-FNMA/PHLMC UNIFORM INSTRUMENT PAGE 2 OF 8 ISC/CMDTOR//0791/5088(8-90)-L

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LOAN NO. 205330 .......... All insurance policies and renewals shall be acceptable to Lender and shall include a standard montgage 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 promot notice to the insurance carrier and Lender. Lender may inske proof of loss if not made premptly by Borrower.

Unless Lander and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration of repair is sectromically leasible and Lender's security is not lessened. If the restoration or repair is not economically leasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from 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.

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 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, and account of

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Sorrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and 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 consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may 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 Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lander with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to 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 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 do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disloursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to

- 8. Mortgage insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any resison, the mortgage insurance coverage required by Lender kipses or ceases to be in effect, Borrower shall pay the promiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-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. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again 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 regulrement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- . Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Sorrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for parnages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or fer conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender of the success belong protection of the bichounts मित्रक संदर्भ दो इत्तरास त्याति व्यामान मित्रिक्स तमे bequasi रूपणा तम् वर्षमान सम्बद्ध अस्तरास्त्र वर्ष केर स

on eon-american certardist no outcomment In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whather or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fall market indus of the Property Immediately before the taking is equal to or greater than the amount of the which the sem measure make to the recessity instrument 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 sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument

If the Property is abandoned by Sorrower, 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 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

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower 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 amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in Interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument but does not execute the Note: (a) is co-signing this Security instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by malling it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when
- 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
  - 18. 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, 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

if Lender exercises this option. Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or dismand on Borrower. es esta para un que do para una bolo cas son refranças. El facilitat contra Bonomes espoi propunto ribido rougo,

LOAN NO. 205330. **194**0

- 18. Borrower's Right to Reinstate. Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if 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 payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice vill also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

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

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 clate, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender its option may require immediate payment in full of all sums secured by this Security instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. Trustee, without demand on Borrower, shall sell the property at public suction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lander or its designee may purchase the Property st. any said.

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Trustee shall deliver to the purchaser Trustee's deed convaying the Property without any covenant or warminty, expressed or implied. The recitals in the Trustee's deed shall be prima facile evidence of the trust of warminty, expressed or implied. The recitals in the Trustee's deed shall be prima facile evidence of the trust of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all sums expenses of the sale, including, but not limited to reasonable Trustee's and attorneys' fees; (b) to all sums excured by this Security Instrument, Lender shall request Trustee and all notes evidencing debt secured by this convey the Property and shall sumender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property 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 Trustees. Lender may from time to time remove Trustee and appoint a successor trustee to any ign chouse assumed a lar

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