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The grantor is DANIEL JOSEE	ST ("Security Instrument") is made on SEPTEMBER 16 .1998 H FIOLA AND KATHLEEN ANN FIOLA, HUSBAND AND WIFE	•
		wer").
The trustee is ASPEN TITLE	AND ESCROW, INC. ("Tru	stee").
The beneficiary is HEADLI	ANDS MORTGAGE COMPANY, A CALIFORNIA CORPORATION	
which is organized and existing 1160 N. DUTTON AVI Borrower owes Lender the princ	under the laws of CALIFORNIA , and whose addr 5, \$250, SANTA ROSA, CA 95401 ("Len tipal sum of	der").
on OCTOBER 1, 2028 the Note, with interest, and all	USAND ONE, HUNDRED FIFTY AND NO/100). This debt is evidenced by Borrower's note dated the same date as this Security is evidenced by Borrower's note dated the same date as this Security Instrument, secures to Lender: (a) the repayment of the debt evidence renewals, extensions and modifications of the Note; (b) the payment of all other sums and 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's note the security of the security is security instrument; and (c) the performance of Borrower's note the security of this Security Instrument; and (c) the performance of Borrower's note the security of the security is security instrument; and (c) the performance of Borrower's note the security of the security is security instrument; and (c) the performance of Borrower's note the security of the security is security instrument; and (c) the performance of Borrower's note the security of the security is security instrument; and (c) the performance of Borrower's note the security is security instrument; and (c) the performance of Borrower's note the security is sec	ced by s, with ower's
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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the interest of interest in the different build and by the Note and any resonances and late charges due under the Note 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. **2.** Funds for Taxes and Insurance. Subject to applicable law or to a written waiver, by Lender, Borrower shall pay to and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold taxes and assessments which may attain priority over the security insurance premiums; (d) yearly leasehold taxes and assessments which may attain priority over the security insurance premiums; (d) yearly leasehold taxes and assessments which may attain priority over the payment of mortgage insurance premiums. These payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums. These lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Finds in an amount not 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 amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another Estate Settlement P 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 amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funde due on the basis of current data and reasonable estimate

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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 due on the basis of current data and reasonable estimates expenditures of future Escrow items or otherwise in accordance with applicable law. The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity exceed the lesser amount. Lentuer may estimate the amount of Funds due on the basis of of expenditures of future Escrow Items or otherwise in accordance with applicable law. The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home 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 escrow account, or verifying the Escrow Items, unless Lender pays Borrower to pay a one-time charge for an independent real estate to the make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate to the such a charge.

account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law 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 shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Instrument. If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any line is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly navments at Lender's sole discretion Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

secured by this Security Instrument. 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs
 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;
 third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
 Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property inch may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay them on time these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating neiority over this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over

enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. **5.** Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. 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 unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's ontion, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. Will insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of naid premiums and renewal notices. In the event of loss. Borrower shall give promoting to the insurance carrier and shall have the right to hold the policies. In the event of loss. Borrower shall give promoting to the insurance carrier and of naid premiums and renewal notices.

shall have the right to hold the policies and renewals. It 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. Londer may make proof of loss if not made promptly by Borrower. Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurar.ce proceeds shall be applied to restoration or repair of the Unless Lender and Borrower otherwise agree in writing, insurar.ce proceeds shall be applied to restoration. If the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible 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 or repair is not economically reasible 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 such

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.

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Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or Unless Lenger and Borrower outerwise agree in writing, any eppication of proceeds to principal shall not extend or posipone 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

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. b. Occupancy, a cost various, manufacture and a concretion of the a copicity, notioned a coal reprintation; Leasenons. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution borrower snau 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 be in default if any forfeiture the Bernetty allow the Property to deteriorate or commit waste on the Property. Borrower shall be in default if any forfeiture the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in detailing it any forfclure action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfclure 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. dismissed with a ruling that, in Lender's good ratin determination, preclaues information of Lender's security interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan anidomed by the Note including, but not limited to representations concerning. Borrower's occupancy of the Property as a information or statements to Lender (or falled to provide Lender with any material mornation) 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 present in unline

merger in writing. 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in 7. Protection of Lender's Rights in the Property (such as a 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 proceeding in bankrupicy, probate, for condemination or forfeture 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 proceeding a lender does not have to to to

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the paragraph 7, Lender does not have to do so. date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall nay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the Instrument, Borrower snatt pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the 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 insure approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum If substantially equivalent mortgage insurance previously in circle, norm an anomale mortgage insure approver by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum It substantially equivalent mortgage insurance coverage is not available, Horrower 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 ray the premiums required to maintain mortgage insurance in effect, or to provide a loss

(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 requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or amplicable low

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, shall be paid to Lender.

whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair whener or not then oue, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured 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 preceder multiplied by the following fractions (a) the total by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total oy and documiny instrument share to remove oy are amount or the proceeds manipulat oy are removing fraction. (a) are total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property in which the fair factor the taking a the taking a shall be read to Bernautz to the sums of a negative taking of the Bronerty in which the fair factor the taking a shall be read to Bernautz to the sums of a negative taking of the Bronerty in which the fair amount of the sums secured immediately before the taking, divided by (0) the fair market value of the Property in which the fair 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 Londer otherwise arrea in uniting or unless applicable law, otherwise provides the uppende the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds

In taking, unless non-ower and reduct outerwise agree in writing of unless application aw outerwise provides, are proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an investion of the security for demonstra. Borrower, fails to remond to Lender within 30 days after the date the notice is given award or settle a claim for damages, Borrower 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

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

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OREGON--Single Family--Fannie Mae/Freddle Mac UNIFORM INSTRUMENT MFCD6006 -- BBBB-01

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11. Borrow ... Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original. Borrower 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 amorization 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 remody. 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 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 kan 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

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 maning it by first class man unless appricable 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 given as

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

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, 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

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 fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

remedies permitted by this Security instrument without further notice of demand on Borrower. **18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this 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) nave all expenses incurred in enforcing this Security. (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 to the sume require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay to 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 no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17. 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security

Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity may be and or more times of the Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also (known as the Loan Servicer) that concets monthly payments the under the Note. If there is a change of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will

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

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any

Borrower shall promptly give Lender written nouce of any investigation, chain, demand, tawsun of other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall be prover shall be property is necessary.

OREGON--Single Family--Famile Mac/Freddle Mac UNIFORM INSTRUMENT

PAGE 4 OF 6

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"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 pessicides 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.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may 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 at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in 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. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public 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 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. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security

Instrument; and (c) any excess to the person or persons legally entitled to it. 22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing 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

23. Substitute Trustee. Lender may, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties

24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees conferred upon the Trustee herein and by applicable law.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider Graduated Payment Rider Balloon Rider Misrepresentation Rider Other(s) [specify]

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Condominium Rider Planned Unit Development Rider Rate Improvement Rider Growing Equity Rider

1-4 Family Rider **Biweekly** Payment Rider Second Home Rider

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DANIEL JOSEPH FIOLA

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Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

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HEADLANDS MORTGAGE COMPANY 1100 LARKSPUR LANDING CIRCLE #101 LARKSPUR, CA 94939

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SECOND HOME RIDER

This SECOND HOME RIDER is made on this 16TH day of and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to

HEADLANDS MORTGAGE COMPANY of the same date and covering the property described in the Security Instrument (the "Property"), which is located at: (the "Lender")

572 FRIENDSHIP DRIVE, CHILOQUIN, OR 97624 [Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Uniform Covenant 6 of the Security Instrument is deleted and is replaced by the following:

6. Occupancy and Use; Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property. 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 judgement 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 Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy and use of the Property as a second home. 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 leaschold and the fee title shall not merge unless Lender agrees to the merger in writing.

MULTISTATE SECOND HOME RIDER -- Single Family -- Freddie Mac UNIFORM INSTRUMENT PAGE 1 OF 2

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STATE OF OREGON: COUNTY OF	KLAMATH : ss.		
Filed for record at request of	Aspen Title & Escrow	the 24th	day
of	Mortgeges	A. M., and duly recorded in Vol. <u>M98</u> on Page 35041	••
FEE \$45.00	Ву	Bernetha G. Letsch, County Clerk	