

98 NOV 19 P3:39

NATIONAL PACIFIC MORTGAGE CORPORATION
2150 TOWNE CENTER PLACE, SUITE 300
ANAHEIM
CALIFORNIA 92806

44161028 [6261028]

ATC 05048287

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DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on **November 11th 1998**. The grantor is **R. THOMAS GRAHAM AND BRENDA LEE GRAHAM, HUSBAND AND WIFE**

("Borrower"). The trustee is **ASPEN TITLE & ESCROW**

("Trustee"). The beneficiary is **NATIONAL PACIFIC MORTGAGE CORPORATION
A CALIFORNIA CORPORATION**

which is organized and existing under the laws of **THE STATE OF CALIFORNIA**, and whose
address is **2150 TOWNE CENTER PLACE, SUITE 300
ANAHEIM, CA 92806**

("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED THREE THOUSAND THREE HUNDRED and NO/100

Dollars (U.S. \$ **103,300.00**).

This debt is evidenced by Borrower'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 **December 1st 2028**. This Security Instrument secures to Lender: (a) The repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust with power of sale, the following described property located in **KLAMATH** County, Oregon.

**PARCEL 2 OF LAND PARTITION 1-98, BEING OF PARCEL 1 OF LANDPARTITION 42-95,
SITUATED IN THE SW 1/4 NW 1/4 OF SECTION 10, TOWNSHIP 39 SOUTH, RANGE 10 EAST
OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KLAMATH, STATE OF OREGON.**

which has the address of **3634 CHOKO CHERRY COURT, KLAMATH FALLS**
Oregon **97603-** ("Property Address");
[Zip Code]

[Street, City]

OREGON-Single Family-FNMA/FILMC UNIFORM INSTRUMENT

Form 3638 9/99
Amended 5/01

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 lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day 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 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 Borrower to 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 Funds 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. Section 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 Funds due on the basis of current data and reasonable estimates 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 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.

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 requirement of applicable law. If the amount of the Funds held by Lender at any time 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 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.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 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.

4. Charges; Liens. 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 rent, 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 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.

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 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.

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 option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically 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 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 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
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 Lender 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 fails 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 disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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 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 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 requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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 shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, 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 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 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 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 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 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; 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; (b) is not personally and convey that Borrower's interest in the Property under the terms of 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 mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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. 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 date of this Security Instrument.

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.

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

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly 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 will 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 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 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.

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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 it. Such persons shall pay any recordation costs.

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

24. Attorney's Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorney's fees awarded by an appellate court.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each 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
☐ V.A. Rider

- ☐ Condominium Rider
☐ Planned Unit Development Rider
☐ Rate Improvement Rider
☒ Other(s) (specify)

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

BORROWER DECLARATION TO LENDER

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.

Witnesses:

R. Thomas Graham
 R. THOMAS GRAHAM (Seal)
 -Borrower

Brenda Lee Graham
 BRENDA LEE GRAHAM (Seal)
 -Borrower

(Seal)
 -Borrower

(Seal)
 -Borrower

STATE OF OREGON, Klamath

On this 13th day of November, 1998

County ss:

R. THOMAS GRAHAM AND BRENDA LEE GRAHAM

, personally appeared the above named

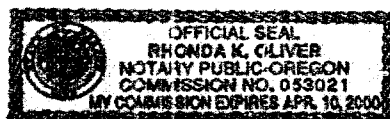
the foregoing instrument to be their

voluntary act and deed.

and acknowledged

My Commission Expires: April 10, 2000
 (Official Seal)

Before me:



Rhonda K. Oliver
 Notary Public for Oregon

BORROWER'S DECLARATION TO LENDER RIDER TO SECURITY INSTRUMENT

This BORROWER'S DECLARATION TO LENDER, RIDER TO SECURITY INSTRUMENT (this "Rider") is made this 11 day of November, 19 98, 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 (collectively, the "Borrower") to secure Borrower's Note (the "Note") to NATIONAL PACIFIC MORTGAGE CORPORATION, A CALIFORNIA CORPORATION (the "Lender") of the same date and covering the Premises (as defined herein), as described in the Security Instrument, with reference to the following facts:

Lender has agreed to make and fund a Loan (the "Loan") in the amount of \$ 103,300.00 to Borrower for the purpose of acquiring or refinancing that certain real estate improved with a Single Family residential dwelling more particularly described as 3634 CHOKO CHERRY COURT,
KLAMATH FALLS, OR 97603

(the "Premises"). Payment of the Note will be secured by the Security Instrument in favor of Lender and encumbering the Premises. In addition thereto, and as a condition to making and funding the Loan, Lender has required certain assurances from Borrower with respect to the truth and accuracy of certain factual matters and with respect to the purpose for which the Premises are to be acquired or refinanced.

Borrower acknowledges and understands that Lender will make and fund the Loan to Borrower in contemplation of the sale of the Loan to an investor (the "Investor"), and that, as a condition precedent to any such sale of the Loan, Lender will typically be required to represent and warrant to the Investor the truth and accuracy of the following matters, or to represent and warrant to the Investor other matters that depend in turn upon the truth and accuracy of the following matters:

1. That at the date Lender sells the Loan to an Investor (which will typically occur within thirty days after the closing of the Loan) Borrower shall maintain the Premises as Borrower's personal and principal residence continuously beginning thirty days after the closing of the Loan and for a period of not less than six months thereafter.
2. If Borrower has presented to Lender documents that purport to be copies of all or pertinent parts of Borrower's federal or state income tax returns for one or more years, that Borrower's income, and all other pertinent figures set forth in such documents, were for the years shown in fact as set forth in such documents for such years, that such documents are in fact true and correct copies of the tax returns of which they purport to be copies and that such tax returns were the returns Borrower actually filed with the Internal Revenue Service or the appropriate state taxing authority, respectively.

3. If Borrower has presented to Lender any verifications of deposit or any verifications of employment, that all of the information set forth in each of such verifications is true and accurate in every respect, that each such verification was in fact prepared, executed and delivered directly to Lender by an authorized officer, principal or agent of the person purported to have made such verification, and that borrower did not in any manner collude with such officer, principal or agent in connection with such verification.

4. If Borrower has represented to Lender that Borrower has, or at the closing of the Loan will have, invested Borrower's cash in a minimum amount as down payment for or other cash equity in the Premises, that Borrower actually shall have, at the date of closing of the Loan, invested Borrower's cash in an amount not less than such minimum amount as down payment for or other cash equity in the Premises, that Borrower shall not, prior to the Closing of the Loan, have made or entered into any understanding or agreement for the financing or refinancing of all or any part of Borrower's cash investment in the Premises and that Borrower shall not, until one year after the closing of the Loan, finance or refinance all or any part of Borrower's cash investment in the Premises through debt secured by the Premises.

5. If Borrower has presented to Lender a "gift letter" from any person, in which such person represents that such person has made a gift of funds or any other things to Borrower, that Borrower has in fact received such gift from the signatory of the gift letter in the amount and on the date set forth in the gift letter, and that Borrower is not subject to any obligation whatsoever, whether legally enforceable or not, and whether express or implied, to repay all or any part of the gift or to pay to any other person all or any part of the gift or to do any other thing whatsoever in full or partial consideration for receipt of the gift.

6. That every fact or representation set forth in Borrower's application to Lender or in any other documents, instruments or materials provided by Borrower to Lender in connection with or in support of such application was at the date delivered to Lender and at the closing of the Loan true, correct and complete in every respect and not misleading to Lender in any material respect.

With reference to the foregoing facts, and as a material consideration and inducement to Lender to make and fund the Loan, Borrower hereby represents, warrants and covenants as follows:

A. That Borrower shall, on or before thirty days after the closing of the Loan, own and occupy the Premises as Borrower's personal and principal residence, and shall so own and occupy the Premises as Borrower's personal and principal residence continuously for the six month period beginning thirty days after the closing of the Loan.

B. That each of the matters set forth in each of the paragraphs 2, 3, 4, 5 and 6 above is and shall be and remain true, correct and complete.

Borrower acknowledges and understands that the Lender will make and fund the Loan to Borrower only in reliance upon and in consideration of Borrower's representations, covenants and warranties herein set forth. Borrower further acknowledges and understands that Lender intends to make and undertake specific obligations to the Investor in reliance on the representations, covenants and warranties of Borrower hereinabove set forth. Borrower further acknowledges and understands that Lender would not make and fund the Loan to Borrower and that the obligations to be made and undertaken by Lender to the Investor would not be made or undertaken but for Lender's reliance upon such representations, covenants and warranties of

Borrower. Borrower further acknowledges and understands that in the event that any of Borrower's representations, covenants and warranties herein set forth shall prove false in any respect whatsoever, such event will materially adversely affect the marketability of the Loan to the Investor, and that Lender in making and funding the Loan is acting in reliance on the marketability of the Loan to the Investor to the extent established by the representations, warranties and covenants of Borrower as herein set forth.

In reference to the foregoing, and as a material consideration and inducement to Lender to make and fund the Loan to Borrower, Borrower hereby covenants and agrees that in the event that any of Borrower's representations, warranties and covenants herein set forth shall be false in any respect whatsoever, Lender may, at its option, do either or both of the following: (a) recover from Borrower any loss or other damages it sustains by reason of loss of marketability of the Loan; or (b) without the necessity of notice to Borrower, elect to accelerate and declare immediately due and payable the entire principal balance of and all accrued and unpaid interest on the Loan and the Note. Borrower hereby acknowledges and understands that in the event of any such acceleration, and provided Borrower fails then to promptly fully pay and discharge the entire principal balance and all accrued and unpaid interest on the Loan and the Note, Lender may, in addition to such other remedies as may then be available to Lender, proceed to foreclose upon the Premises by judicial foreclosure proceedings or private trustee's sale, or as may otherwise provided by the Security Instrument or applicable law.

Borrower acknowledges, understands and agrees that Lender will rely upon Borrower's representations, warranties and covenants herein set forth specifically with regard to the marketability of the Loan for sale to the Investor; and that Lender will be damaged by the falsehood of any of Borrower's representations, warranties and covenants if such falsehood impairs the marketability of the Loan for sale to the Investor, without regard to whether the Loan is at any time or from time to time in default, and without regard to and separate and apart from any foreclosure or private trustee's sale of the Premises or whether Lender suffers any deficiency therefrom.

Water Way Easement and Well Agreement

This Agreement made by and between R. Thomas Graham and Brenda Lee Graham, hereinafter called "Grahams", and Harold K. Pickrell and Margaret A. Pickrell, hereinafter called "Pickrells".

Recitals

A. "Pickrells" were previously the owner of two certain parcels of real property which are referred to hereinafter, which said parcels of real property jointly utilized waters from a well, located on one specific parcel of property; and

B. As a result of the sale by "Pickrells" of one of the parcels of property, each of the said parcels of property has passed into the ownership of either "Pickrells" or "Grahams"; and

C. "Pickrells" and "Grahams" desire to enter into an agreement to allow for the use and maintenance of the well, pump, pumphouse, pipes, and casings, as well as to enter into an agreement to allow for the maintenance and use thereof; and

D. As a result of sale from "Pickrells" to "Grahams", "Grahams" have become the owners of certain real property located in the County of Klamath, State of Oregon, legally described as follows:

"Parcel 2 of Land Partition 1-98, being of Parcel 1 of Land Partition 42-95, situated in the SW 1/4 NW 1/4 of Section 10, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon,"

hereinafter referred to as "Grahams Property"; and

E. "Pickrells" retain "Pickrells" interest in and is owner of that certain real property located in the County of Klamath, State of Oregon, legally described as follows, to wit:

"Parcel 1 of Land Partition 1-98, being of Parcel 1 of Land Partition 42-95, situated in the SW 1/4 NW 1/4 of Section 10, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon,"

hereinafter referred to as "Pickrells Property".

Agreement

The parties agree as follows:

1. That "Pickrells" will retain ownership of the water, pump, pumphouse, piping and casing of that certain well located on "Pickrells Property" and generally described as follows:

"Beginning at well located 48 feet South of the "Pickrells Property" line with water line continuous from the well to the above property line and extending 60 feet to the residence located on the "Grahams Property".

which said well will be hereinafter referred to as the "Well".

2. "Grahams" hereby grants an easement with right of ingress and egress for maintenance of the above described water line.

3. "Pickrells" shall have the duty to maintain that well referred to hereinabove as "Well" for so long as "Grahams", or their successors in interest, shall desire to continue to utilize waters from said "Well". The cost of maintenance of the said "Well" will be the sole responsibility of the "Pickrells" and/or their successors in interest, and shall pay all costs to maintain in the present condition the well, pumps, pumphouse, pipings and casings for the "Well".

4. "Grahams" will make monthly payments for the use of water, due on the first of each month, in the amount of \$30.00 for the first year with increases based on the Cost of Living Index published in San Francisco. Increases will be examined on a yearly basis with appropriate compensation, beginning on September 1st 1999.

5. In the event that the "Grahams" or their successor in interest, fails to pay for the use of the water, their right of use may terminate during the period of default. Payment shall be due the first of each month with a grace period of 30 days.

6. "Grahams" further grants an easement over and across "Grahams Property" which said easement shall run from the "Well" as hereinabove described in a northerly direction of 60 feet to the point of connection to residence.

7. The rights created by this Agreement shall run with the land and in the event any party sells the land subject to the abovementioned well, water rights, or easements, the purchaser shall be bound by this agreement.

IN WITNESS WHEREOF the parties have set their hands and seals this 19th day of NOVEMBER, 1998.

R. Thomas Graham
R. Thomas Graham

Harold K. Pickrell
Harold K. Pickrell

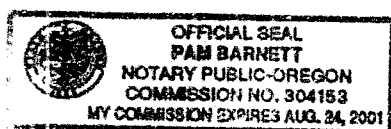
Brenda Lee Graham
Brenda Lee Graham

Margaret A. Pickrell
Margaret A. Pickrell

STATE OF OREGON)
County of Klamath) as.

PERSONALLY appeared the above-named R. Thomas Graham, Brenda Lee Graham, Harold K. Pickrell, and Margaret A. Pickrell and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:



Pam Barnett
NOTARY PUBLIC FOR OREGON
My Commission Expires: Aug. 24, 2001

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 19th day
of November A.D., 19 98 at 3:39 o'clock P. M., and duly recorded in Vol. M98
of Mortgages on Page 42510

FEE \$65.00

By Bernetha G. Letsch, County Clerk
Kathleen Rose