71940

K-53359 Vol M98 Page 46844 ASSIGNMENT OF DEED OF TRUST

Residential Loan Program Oregon Housing and Community Services Department State of Oregon

FOR	LUE RECEIVED, SOUTH VALLEY BANK & TRUST, Assign	nor,
assign	the OREGON HOUSING AND COMMUNITY SERVICES DEPARTMENT, STATE OF OREGON, all its benefit	cial
intere	n the property described in that Deed of Trust dated <u>Dec. 22</u> , 19 <u>98</u> ,	
execu	by ARLENE M. HECKENLIVELY , Gran	itor,
to	TRST AMERICAN TITLE Trustee, recorded 12 - 22 19	98
in bo	reel <u>M98</u> , page <u>46838</u> , or as fee no. <u>71939</u> of the Mortgage Record	s of
	MATH County, Oregon, including the promissory note described in the Deed of Tru	ust.
_		
Date:	DECEMBER 21, 1998 SOUTH VALLEY BANK & TRUST Approved Lender Name	_
	But Bath & Danved	
	Authorized Signature	•
ļ	BETH E DEAVER	
. 3	Name	
-	MANAGER SERVICING/UNDERWRITING	
אַ יאיזיט	OF_ OREGON)	_
SIA)	
Coun	of <u>KLAMATH</u>) ss	
On_I	EMBER 21 , 19 98 , before me, the undersigned, a Notary Public in and for said County	and
	rsonally appeared *** BETH E DEAVER ***************, who being sworn stated that he/sh	
	MANAGER SERVICING/UNDERWRITING***********************************	this
assig	ent was voluntarily signed on behalf of the assignor corporation by authority of its board of Directors.	
WIT	SS MY HAND AND OFFICIAL SEAL	
	OFFICIAL SEAL TAMMY L STROP	
	NOTARY PUBLIC CREGON COMMISSIONNO. 311587 Notary Public in and for said County and State	
25000	OMMISSIONEXPIREE APR. 14 20028 My Commission expires: 04/14/02	
After	cording return to: SOUTH VALLEY BANK & TRUST	
	ATTN: DEANNA REDD	
	P.O. BOX 5210	
	KLAMATH FALLS, OR 97601	

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Revised (02/97)

SFMP 9B

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Residential Loan Program Oregon Housing and Community Services Department State of Oregon

The Lender intends to assign its rights under the attached Deed of Trust to the Oregon Housing and Community Services Department, State of Oregon (the "Department"). In the event the Department accepts such assignment, the rights and obligations of the parties to the attached Deed of Trust are expressly made subject to this Addendum. In the event of any conflict between the provisions of this Addendum and the provisions of the Deed of Trust or Note, the provisions of this Addendum shall control.

- As long as this mortgage is held by the Department, or its successors or assigns, the Lender may declare all sums secured
 by this mortgage to be immediately due and payable if:
 - a. all or part of the property is sold or otherwise transferred by Borrower to a purchaser or other transferree:
 - (i) who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Section 143(c) and (I)(2) of the Internal Revenue Code; or
 - (ii) who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Section 143(d) and (I)(2) of the <u>Internal Revenue Code</u> (except that the language "100 percent" shall be substituted for "95 percent or more" where the latter appears in Section 143(d)(1); or
 - (iii) at an acquisition cost which is greater than 90 percent of the average area purchase price (greater than 110 percent for targeted area residences), all as provided in Section 143(e) and (I)(2) of the Internal Revenue Code; or
 - (iv) who has a gross family income in excess of the applicable percentage of applicable median family income as provided in Section 143(f) and (I)(2) of the Internal Revenue Code; or
 - b. Borrower fails to occupy the property described in the mortgage without prior written consent of the Lender or its successors or assigns described at the beginning of this Addendum; or
 - c. Borrower omits or misrepresents a fact that is material with respect to the provisions of Section 143 of the <u>Internal</u>
 Revenue Code in an application for this mortgage.

References are to the <u>Internal Revenue Code</u> as amended and in effect on the date of issuance of bonds, the proceeds of which will be used to finance the purchase of the mortgage, and are deemed to include the implementing regulations.

- The Borrower understands that the agreements and statements of fact contained in the Addendum to Residential Loan Application are necessary conditions for granting this loan.
- 3. The Borrower agrees that no future advances will be made under this Deed of Trust without the consent of the Department.

WARNING

Unless you (the Borrower) provide us (the Department) with evidence of the insurance coverage as required by this Deed of Trust, we (the Department) may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral (the Trust Property) becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your loan balance. If the cost is added to your loan balance, the interest rate on the underlying loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

SEMP 9A

. The Mark The Borrower unclerstands and agrees that the above provisions and the interest rate set forth in the Note shall be in effect only if this loan is purchased by the Department or its assigns. If for any reason it is not so purchased, or if such purchase is rescinded, then the above provisions shall cease to be effective and the interest rate may be increased to 7.00 per annum, and the monthly installment of principal and interest may be increased to \$ 238.51 NOTICE TO BORROWER: THIS DOCUMENT SUBSTANTIALLY MODIFIES THE TERMS OF THIS LOAN. DO NOT SIGN IT UNLESS YOU HAVE READ AND UNDERSTOOD IT. I hereby consent to the modifications of the terms of the Deed of Trust and Note which are contained in this Addendum. Plexe M. Heckenlively Borrower STATE OF OREGON County of Klamath On LICENDUM 1998 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named ARLENE NINECKELLINELY, known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that the same freely and voluntarily. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal this day and year last above written. 35677385655558757**5787656** Notary Public in and for said County and State OFFICIAL SEAL
CAROLE A. LINDE
NOTARY PUBLIC-OREGON
COMMISSION NO. 056736
MY COMMISSICN EXPIRES AUG. 15, 2000 My Commission expires: . The factor of the property of the factor of the state o (Seal) in a fill of the following of **x** at the subpartity type supportungs before the constraint of o<mark>ntalis digrapo y tili ottibulito i primero il kili</mark> the line of the court of the table of the exhibit orders he algorithms that is not to ere are so a second and a second After recording, mail to: SOUTH VALLEY BANK & TRUST ATTN: DEANNA REDD P.O. BOX 5210 KLAMATH FALLS, OR 97601 STATE OF OREGON: COUNTY OF KLAMATH: ss. Filed for record at request of _

First American Title

<u> Mortgages</u>

A.D., 19 98 at 3:14 o'clock P M., and duly recorded in Vol. M98

FEE \$20.00

December

____ on Page _____46844_ Bernetha G. Letsch, County Clerk

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