

7351

1999 Page

2338

After Recording Please Return To:
First American Funding Insurance LLC

[Corporate Name]

[Name of Natural Person]

P.O. Box 1489

[Street Address]

Clackamas, OR 97015-1489

[City, State, ZIP]

Until A Change Is Recorded, All Tax Statements
Shall Be Sent To The Following Address:

[Street Address]

[City, State, ZIP]

pick Above This Line for Recording Data

1535543

THIS DEED OF TRUST ("Security Instrument") is made on December 31, 1998, by the grantor is

ON

Salvador Hernandez, a single person ("Borrower"). The trustee is Klamath County Title Company now known as First American Title Insurance Company ("Trustee"). The beneficiary is R 37601.

(Burkeville"). The trustee is Klamath County Title Company now known as First American Title Insurance Company ("Trustee"). The beneficiary is R 37601. This Security Instrument secures payment of the Note, which provides for monthly payments, commencing January 1, 1999, and continuing until the full debt is paid off, if not paid earlier, due and payable on January 10, 2023. This Security Instrument secures payment of all other sums, with interest, advanced under paragraph 7 to protect performance of Borrower's covenants and agreements under this Security Instrument and its and convey to Trustee, in trust, with power of sale, the following described property located in Klamath County, Oregon:

Lot 20 in Block 29 Klamath Forest according to the official plan of Klamath County, Oregon.

The State of Delaware, and whose address is Lenior, and whose address is

(Lenior). Borrower owes Lender the principal sum of \$67,265.64, plus interest at the rate of six percent per annum, and the same is evidenced by a Note dated the same date as this Security Instrument in the full amount of \$67,265.64, if not paid earlier, due and payable on January 10, 2023. This Security Instrument secures payment of all other sums, with interest, advanced under paragraph 7 to protect performance of Borrower's covenants and agreements under this Security Instrument and its and convey to Trustee, in trust, with power of sale, the following described property located in Klamath County, Oregon:

Klamath Forest Estates Highway 66 Unit, Plat No. 2, Lot 20, as recorded in the office of the County Clerk

Initials: 231

Oregon Deed of Trust Single Family-Hardship Note
THE COMPUTER SOURCE, INC.
150 Old City, Call: (972) 940-2118 Fax (972) 941-2391
www.computer-source.com

e-Mac UNIFORM INSTRUMENT

Form 1018 (9/95)
(page 1 of 7 pages)
1000 FORMS 1018

which has the address of

BONANZA
[City]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures, 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 the Property is 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.** Borrower shall promptly pay when due the principal 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; (b) yearly household payments or ground rents on the Property, if any; and (c) yearly hazard or property insurance premiums; (d) yearly fire & 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 the maximum amount a lender for a federally chartered 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, [25 U.S.C. § 2511 et seq. ("RESPA")], unless another law that applies to 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 & reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an account on whose deposit is insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or, in any event, at 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 applies the Funds 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 interest on the Funds. Lender and Borrower 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 the Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amount of applicable law permitted to be held by a lender, Lender shall account to Borrower for the excess. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency, in no more than twelve monthly payments, at Lender's sole discretion.

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 a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless otherwise provided in paragraph 2, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charge 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.

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, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not provided otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied to amounts payable under this paragraph. If Borrower makes these payments directly, Lender shall promptly furnish to Lender evidence of the payment.

0821 CRYSTAL SQUIRREL

[Street]
27623 ("Property Address");
Zip Code

Origin/Used of Title:	st-Single Family-Financial Inst.	Initials:
To Order Call: (972) 410-2178•Fax (972) 392-2191 www.crystalsource.com	RECEIVED CRAIG LUND	Form 3038 09/90 (page 2 of 7 pages) 1480 USECS 0283

Borrower shall promptly make a true payment of the judgment so ordered, or the settlement of the action. Legal proceedings by the holder of the lien or an agreement satisfactory to the Proprietor is subject to a lien which in the lien. Borrower shall satisfy the lien or the lien.

5. Hazard or Property Insurance. Insured against loss by fire, hazards included which Lender requires insurance. This insurance carrier providing the insurance shall be chosen by Borrower fails to maintain coverage described 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. Renewal notices, in the event of loss, Borrower shall give promptly by Borrower.

Unless Lender and Borrower otherwise damaged, if the restoration or repair is 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 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 period will begin when the notice is given.

Unless Lender and Borrower otherwise agreed, if the monthly payments referred to in paragraph 1 and 2 are acquired by Lender, Borrower's right to any interest shall pass to Lender to the extent of the same set forth in paragraph 6.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property instrument and shall continue to occupy the Property Lender otherwise agrees in writing, which consent is subject to Borrower's control. Borrower shall not damage, destroy, damage or commit waste or other acts or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property interest. Borrower may cure such a default with a ruling that, in Lender's good faith, impairment of the lien created by this Security instrument process, gave materially any material information) in connection with the Borrower's occupancy of the Property as a principal provision of the lease. If Borrower acquires fee to the owner in writing.

7. Protection of Lender's Rights in the Security Instrument. or there is a legal proceeding, bankruptcy, probate, for condemnation or forfeiture or to protect the value of the Property and Lender's rights has priority over this Security instrument appearing in Although Lender may take action under this paragraph.

Any amounts disbursed by Lender under this instrument. Unless Borrower and Lender agree to do at the Note rate and shall be payable, with interest, at

8. Mortgage Insurance. If Lender requires 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 to obtain coverage substantially at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, Borrower shall pay the premium required to obtain coverage substantially equivalent to the original mortgage insurance coverage is not provided by Lender.

any time after the giving of notice within 10 days of the giving of notice, to contest its validity, or defends against the enforcement of the lien, or (c) secures from Lender a written acknowledgment of the holder of this Security instrument, Lender may give Borrower a notice identifying one or more of the actions set forth above within 10 days of the giving of notice.

Borrower shall keep the improvements now existing or hereafter erected on the Property "extended coverage" and any other hazards, including floods or flooding, for within the term of the periods that Lender requires. The insurance shall be maintained in the amount's in for the periods that Lender requires. Subject to Lender's approval which shall not be unreasonably withheld. If at any time, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the

Property, all give prompt notice to the insurance carrier and Lender. Lender may make proof of loss

agreed in writing, insurance proceeds shall be applied to restoration or repair of the Property and Lender's security is not lessened. If the restoration or repair is not be lessened, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may 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. Any application of proceeds to principal shall not extend or postpone the principal residence within sixty days after the execution of this Security instrument, whether or not then due, with any days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds resulting from damage to the Property prior to the acquisition

of the Property to deteriate, or commit waste or otherwise materially impair the lien created by this Security instrument or Lender's principal residence for at least one year after the date of occupancy, unless shall not be unreasonably withheld, or unless extenuating circumstances exist which are

impat the Property, allow the Property to deteriorate, or commit waste or otherwise materially impair the lien created by this Security instrument or Lender's principal residence within sixty days after the execution of this Security instrument, whether or not then due, with any days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds resulting from damage to the Property prior to the acquisition

of the Property to deteriate, or commit waste or otherwise materially impair the lien created by this Security instrument or Lender's principal residence for at least one year after the date of occupancy, unless shall not be unreasonably withheld, or unless extenuating circumstances exist which are

impat the Property, allow the Property to deteriorate, or commit waste or otherwise materially impair the lien created by this Security instrument or Lender's principal residence within sixty days after the execution of this Security instrument, whether or not then due, with any days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds resulting from damage to the Property prior to the acquisition

of the Property to deteriate, or commit waste or otherwise materially impair the lien created by this Security instrument or Lender's principal residence within sixty days after the execution of this Security instrument, whether or not then due, with any days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds resulting from damage to the Property prior to the acquisition

of the Property to deteriate, or commit waste or otherwise materially impair the lien created by this Security instrument or Lender's principal residence within sixty days after the execution of this Security instrument, whether or not then due, with any days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds resulting from damage to the Property prior to the acquisition

Original Date of Last Single Lender's Name _____	Initials _____
for COVENANT S. REC. NO. _____ (972) 980-2171	Initials _____
Date of application _____	

MORTGAGE

Initials: //

Form 101-E 09-70
Page 3 of 7 pages
101-1044-43-0251

2641

at a time, Borrower shall pay to Lender the amount which he insurance coverage required in full of mortgage insurance less reserve (in the amount and for the period that Lender Borrower shall pay the premiums required mortgage insurance ends in accordance with the Note).

9. Inspection. Lender or its agent notice at the time of or prior to an inspection.

10. Condemnation. The proceeds or other taking of any part of the Property.

In the event of a total taking of the Property not then due, with any excess paid to Borrower immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately otherwise agreed in writing, the sum secured by this Security Instrument shall be reduced 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, unless the proceeds shall be applied to the sums secured immediately before the taking, unless

If the Property is abandoned by Borrower a claim for damages, Borrower fails to reinvest the proceeds at its option, either to its 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.

11. Borrower Not Released; Forbearance By Lender; Net a Waiver. Extension of the time for payment or modification of instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower against any successor in interest or refuse to exercise instrument by reason of any demand made by exercising any right or remedy shall not be a waiver.

12. Successors and Assigns; Binding. instrument shall bind and benefit the successors covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: Security instrument; (b) is not personally obligated; Borrower may agree to extend, modify, the Note without that Borrower's consent.

13. Loan Charges. If the loan secured is finally interpreted so that the interest or other charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced from Borrower which exceeds the principal owed under the Note or be treated as a partial prepayment without any pre-

14. Notices. Any notice to Borrower by class mail unless applicable law requires use of Borrower designated by notice to Lender. Any notice to Lender designated by notice to Borrower or Lender when given as provided.

15. Governing Law; Severability. which the Property is located. In the event that any such conflict shall not affect other provisions of provision. To this end the provisions of this Sec

16. Borrower's Copy. Borrower shall

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 created or increased), Lender will receive a yearly mortgage insurance premium being paid by the insurer (except use and retain these payments as a loss reserve in the amount and for the period that Lender Borrower shall pay the premiums required mortgage insurance ends in accordance with the Note).

9. Inspection. Lender or its agent notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds or other taking of any part of the Property.

In the event of a partial taking of the Property in which the fair market value of the Property is less than the amount of the sums secured by this Security Instrument immediately otherwise agreed in writing, the sum secured by this Security Instrument shall be reduced 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 is less than the amount of the sums secured immediately before the taking, unless the proceeds shall be applied to the sums secured immediately before the taking, unless

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or tend to Lender within 30 days after the date the notice is given, Lender is authorized to collect or retain or repair of the Property or to the sums secured by this Security Instrument, whether

agreed in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to.

11. Borrower Not Released; Forbearance By Lender; Net a Waiver. Extension of the time for payment or modification of instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower against any successor in interest. Lender shall not be required to commence proceedings and time for payment or otherwise modify amortization of the sums secured by this Security instrument by reason of any demand made by exercising any right or remedy shall not be a waiver.

12. Successors and Assigns; Binding. instrument shall bind and benefit the successors covenants and agreements of this Security instrument granted by Lender and Borrower, subject to the provisions of paragraph 17. Borrower's (a) is co-signing this Security Instrument but does not execute the Note: Security instrument; (b) is not personally obligated; Borrower may agree to extend, modify, 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 loan charges collected or to be collected in connection with the loan exceed the permitted by the amount necessary to reduce the charge to the permitted limit; and (b) any sums permitted limit will be refunded to Borrower. Lender may choose to make this refund by making a direct payment to Borrower. If a refund reduces principal, the reduction will be by this Security instrument charge under the Note.

14. Notices. Any notice to Borrower by class mail unless applicable law requires use of Borrower designated by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other notice provided for in this Security instrument shall be deemed to have been given this paragraph.

15. Governing Law; Severability. instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any such conflict shall not affect other provisions of provision. To this end the provisions of this Sec

16. Borrower's Copy. Borrower shall be given one 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 natural person) without Lender's prior written

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ixsant, Lender may, at its option, require
shall not be exercised by Lender if such
Lender exercises it.

1. Under exercises in the option
20 days from the date the notice is delivered.
Borrower fails to pay these sums prior to the
without further notice or demand or for

18. Borrower's Right to Reinstate. If this Security Instrument discontinued at any time before sale of the Property, the Borrower may reinstate this Security Instrument before sale of the Property by paying all amounts due under this Security Instrument and the Note as if no acceleration had occurred. The amount required to reinstate this Security Instrument may reasonably require to assure that the sums secured by this Security Instrument will be fully paid. The obligations surviving hereby shall remain fully in effect until the date of sale of the Property or until the date of acceleration under paragraph 19.

19. Sale of Note; Change of Law
may be sold one or more times without prior
notice to the Borrower if the Note is not
unrelated to a sale of the Note. If there is a
change in law, paragraph 14 above and applicable law,
payments should be made. The notice will
be given in accordance with paragraph 14.

29. Hazardous Substances. Borrower agrees to keep all Hazardous Substances on or in the Property. Borrower shall comply with all applicable Environmental Law. The preceding two (2) Hazardous Substances that are generally recognized as hazardous substances under Environmental Law.

Borrower shall promptly give Lender or regulatory agency or private party involved actual knowledge of any Hazardous Substance affecting the Property Environmental Law.

As used in this paragraph 20, "Environmental Law" and the following substances, volatile solvents, materials containing "Environmental Law" means federal laws environmental protection.

NON-UNIFORM COVENANTS

If Lender invokes the power of sale, Lender may sell the above described realty or any part of the Property in which any part of the Property is situated to Borrower and to other persons without demand on Borrower, shall sell the Property on terms designated in the notice of sale in one or

2542

is secured by this Security Instrument. However, this option
is prohibited by Section 111 of the
Interstate Land Title Act, notice of acceleration. The notice shall provide a period of not less than
one month during which Borrower
must pay all sums secured by this Security Instrument. If
Borrower fails to do so, Lender may
invoke any remedies permitted by this Security
Instrument.

If Borrower fails to make payment when due or if any other default occurs, Lender may, at Lender's option, accelerate all amounts then due under this Security Instrument and require immediate payment of all amounts then due. If Lender accelerates the amounts due under this Security Instrument, Lender may then exercise any power of sale contained in this Security Instrument; or (b) entry of a judgment against Borrower; (c) pay Lender all sums which then would be due under this Security Instrument, including any default of any other covenants or agreements; (d) pays all expenses of collection, including reasonable attorneys' fees; and (e) takes such action as Lender deems necessary to protect Lender's rights in the Property and Borrower's obligation to pay shall continue until Borrower has paid all amounts due under this Security Instrument. Upon reinstatement by Borrower, this Security Instrument and the effective as if no acceleration had occurred. However, this right to reinstate shall not apply in

Service. The Note or a partial interest in the Note (together with this Security Instrument) will be sold by the Borrower to a new "Loan Servicer". The Borrower will be given written notice of the change in accordance with the terms of this Security Instrument. There may also be one or more changes of the Loan Servicer during the term of the Note. The Borrower will be given written notice of the change in accordance with the terms of this Security Instrument. The notice will state the name and address of the new Loan Servicer and the address to which all notices shall be sent.

er shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on the Property that is in violation of any applicable law, rule, regulation, or order of any governmental or regulatory authority, that any removal or other remediation of such Hazardous Substances is necessary, Borrower shall promptly take all necessary remedial actions in accordance with such applicable laws, rules, regulations, and orders.

"Hazardous Substances" are those substances defined as toxic or hazardous substances by law: gasoline, kerosene, ether flammable or toxic petroleum products, toxic pesticides and dust asbestos, formaldehyde, and radioactive materials. As used in this paragraph 20, d laws of the jurisdiction where the Property is located that relate to health, safety or

Borrower and Lender further covenant and agree as follows:

(a) shall give notice to Borrower prior to acceleration following Borrower's breach of instrument; (b) if not prior to acceleration under paragraph 17 unless applicable law (c) the default; (b) the action required to cure the default; (c) a date, not less than 10 days after the date of notice, by which the default must be cured; and (d) that failure to cure the default will result in acceleration of the sums secured by this Security Instrument and sale of Borrower in acceleration of the sums secured by this Security Instrument and sale of any other defense of Borrower to acceleration and sale. If the default is not cured, Lender at its option may require immediate payment in full of all sums secured by this instrument and may invoke the power of sale and any other remedies permitted by applicable law incurred in pursuing the remedies provided in this paragraph 21, including, and costs of title evidence.

Lender shall execute or cause Trustee to execute a written notice of the occurrence of
a cause the Property to be sold and shall cause such notice to be recorded in each
located. Lender or Trustee shall give notice of sale in the manner prescribed by
prescribed by applicable law. After the time required by applicable law, Trustee,
property at public auction to the highest bidder at the time and place and under the
more parcels and in any order Trustee determines. Trustee may postpone sale of

Creditors Board of Trustee Single Family-Fannie Mae Freddie Mac
THE COMPLIANCE SOURCE, INC.
To Order CCR (972) 980-1784 IN (972) 982-2151
A new compliance source

Eic UNLF0800

STERLING

Initials: W.W.

Form 3033 09/90
(page 5 of 7 pages)
MENICASCH 81-95

(d) or any part of the Property by his
donee may purchase the Property at
Trustee shall deliver to the person
or hisipled, the rentals in the Trustee
shall apply the proceeds of the sale in the
Trustee's and attorney's fees; (b) to all sum
entitled to it.

22. Reconveyance. Upon payment
Property and shall surrender this Security Instru-
shall reconvey the Property without warranty
costs. Lender may charge such person or per-
Trustee) for services rendered and the char-

23. Substitute Trustee. Lender may
hereunder. Without conveyance of the Proper-
therein and by applicable law.

24. Attorneys' Fees. As used in the
by an appellate court, and in any

25. Riders to this Security Instrument. In
Instrument, the covenants and agreements of
agreements of this Security Instrument as if

covenants contained in the time and place of my previously scheduled sale. Lender or its
Trustee shall convey the Property without any covenant or warranty, expressed
or implied. The rentals in the Trustee
shall apply the proceeds of the sale in the
Trustee's and attorney's fees; (b) to all sum
entitled to it.

of all sums received by this Security Instrument, Lender shall request Trustee to reconvey the
current and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee
the person or persons legally entitled to it. Such person or persons shall pay any recordation
fees for conveying the Property, but only if the fee is paid to a third party (such as the
conveying of the fee is permitted under applicable law).

from time to time remove Trustee and appoint a successor trustee to any Trustee appointed
the successor trustee shall succeed to all the title, power and duties conferred upon Trustee

Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded
bankruptcy or arbitration proceeding.
If one or more riders are executed by Borrower and recorded together with this Security
Instrument, such rider(s) shall be incorporated into and shall amend and supplement the covenants and
rider(s) were a part of this Security Instrument. [Check applicable box(es)].

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) (specify) Manufact

- Condominium Rider
- Planned Unit Development Rider
- Real Improvement Rider
- Shared Housing Unit Rider

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

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

Witnesses:

Suzi Vilco

SUZI VILCO V. HERIBARDEZ

(Seal)

Borrower

Bernard O. Hernandez

Bernard O. Hernandez

(Seal)

Borrower

Suzi Vilco

Suzi Vilco

(Seal)

Borrower

Bernard O. Hernandez

Bernard O. Hernandez

(Seal)

Borrower

Original Deed of Trust
Single Family-Fannie Mae
Title COMPLIANCE SOURCE, INC. -
11101 Old Creek Rd., Suite 100
Orlando, FL 32817
(407) 261-3178/Fax (407) 261-2891
www.compliance-source.com

Master UNIFORM INSTRUMENT

Form 3(33-09/90)
(page 5 of 7 pages)
1108101CS 92/16

2644

State of Oregon

County of

KIZNATE

The foregoing instrument was drawn
by SALVADOR HERNANDEZ.

nowledged before me this

741 Day 3, January, 1999. [date] by

[Name of person acknowledged].

An official circular seal of the Commonwealth of Massachusetts, featuring a central shield with a Native American figure holding a bow and arrow, surrounded by a border with the state's name.

Notary Public, State of *1 P. 6/2011*)

My Commission Expires: 7/15/82

Georgia Deed of Trust-Single Family-Plaintiff M447
THE COMMERCIAL SOURCE, INC.
T3 Order Call: (972) 780-2788 Fax: (972) 392-2891
www.commercialsources.com

Die WÄCHTER DER MINISTERIEN

Initial:

Forn: 3038 (09/90)
(page 7 of 7 pages)
14811087.CS 012988

2645

(Attach to Security Instrument)

**MANUFACTURED HOUSING UNIT RIDER TO THE
MORTGAGE / DEED OF TRUST / TRUST INDENTURE
(Manufactured Housing Unit to Become Affixed)**

This Rider is made this 3rd day of December, 1998, and is incorporated into and shall be deemed to amend the Mortgage/Deed of Trust/Trust Indenture (the "Security Instrument") of the same date between the undersigned (the "Borrower") to secure Borrower's Note to Associates Housing Finance, LLC.

of the same date (the "Note") at 882 covering the property described in the Security Instrument and located at:
Ground Floor Square, ECONOMY, CR 57623
[Property Address]

Together with the Manufactured Housing Unit described as follows which shall be a part of the real property:
Model: MODULINE
Model: CONCEPT
Year: 1998
Serial Number(s): 1-17330
Width & Length: 28 x 50

MODIFICATIONS: In addition to further covenant and agree as follows:

the covenants and agreements made in the Security Instrument, Borrower(s) own for themselves, their heirs and assigns and Note Holder:

A. Property:

Property, as the term is above, affixed to the real property herein, shall also encompass the Manufactured Housing Unit described herein, property legally described herein.

B. Additional Covenants of Borrower(s):

- (a) Borrower(s) covenant and agree that they will comply with all State and local laws and regulations regarding the Manufactured Housing Unit to the real property described herein, and obtaining the requisite governmental approval and accompanying documentation necessary to classify the Manufactured Housing Unit as real property under State and local law.

**MANUFACTURED HOUSING UNIT RIDER
MORTGAGE / DEED OF TRUST / TRUST
(Manufactured Housing Unit to Become**

**TO THE
INDENTURE
(Continued)**

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11/1/98 01/97

* Printed on 11/1/98
Printed on 1/1/97

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- (b) That the Manufactured Housing Unit described above shall be, at all times, and for all purposes, permanently affixed to and part of the real property legally described herein and shall not be removed from said property.
- (c) Borrower(s) covenant that affixing the Manufactured Housing Unit to the real property legally described herein does not violate any zoning laws or other local requirements applicable to manufactured homes.
- (d) In the event state or local law does not provide for a surrender of title, Borrower grants Lender a security interest in the Manufactured Housing Unit and shall execute such documents as Lender may request to evidence Lender's security interest therein.

By signing this, Borrower(s) agree to all of the above.

SALVADOR HERNANDEZ

(Seal)
Borrower(Seal)
Borrower(Seal)
Borrower(Seal)
Borrower

MANUFACTURED HOUSING UNIT
MORTGAGE DEED OF TRUST (TRUST
(Manufactured Housing Unit to Back of Affidavit)

DEED TO THE
INDENTURE

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RECORDED 10/97
Peterson & Peterson 1997

STATE OF OREGON : COUNTY OF CLACKAMAS

Filed for record at request of First American Title on the 26th day
of January, A.D. 1997 at 11:05 o'clock A.M. and duly recorded in Vol. 169
of Marshall on page 1638.

FEE: \$50.00

Linda Smith, County Clerk