

73511

Vol. 019 Page 12538

After Recording Please Return To:
 Associates Housing Finance, LLC

99 JAN 21 PM 06

[Correcting Name]

[Name of Natural Person]

P.O. Box 1489

[Street Address]

Clackamas, OR 97015-1489

[City, State ZIP]

Unit: A Change Is Requested. All Tax Statements
 Shall Be Sent To The Following Address:

[Street Address]

[City, State ZIP]

Space Above This Line for Recording Data

K555A0

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on December 31, 1998. The grantor is
 SALVADOR HERNANDEZ, A SINGLE PERSON

(Borrower). The trustee is Klamath County Title Company now known as First American Title Insurance Co.
 422 Main Street, Klamath Falls, OR 97601. ("Trustee"). The beneficiary is
 Associates Housing Finance, LLC, and whose address is
 P.O. Box 1489, Clackamas, OR 97015-1489 the State of Delaware.

(Lender). Borrower owes Lender the principal sum of
 sixty seven thousand two hundred sixty five and 64/100ths
 Dollars (U.S. \$ 57,265.64). 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 January 10,
 2029. 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 7 to protect
 the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
 the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property
 located in Klamath County, Oregon.

Lot 20 in Block 29 Klamath Falls Forest Estates Highway 66 Unit, Plat No. 2,
 according to the official plat thereof on file in the office of the County Clerk
 of Klamath County, Oregon.

Initials: 271

Oregon Deed of Trust Single Family-Residential Mortgage Uniform Instrument

THE COMPULSIVE SOURCE, INC.
 To Order Call (972) 940-2178 Fax (972) 971-2391
 www.compulsivesource.com

Form 3638 09-99
 (page 1 of 7 pages)
 14069HILCS 6103

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which has the address of

BONITZA
[City]

(County)

(State)
97623
[Zip Code]

8821 CRAIG SQUIRREL

(Property Address);

2639

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 improvements 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. § 2501 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 applies a charge 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 requirements 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 shall 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 return 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 rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not provided in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all receipts of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

available, Borrower shall pay to Lender, or
Borrower when the insurance coverage lapses
in lieu of mortgage insurance loss reserve
(in the amount and for the period that Lender
Borrower shall pay the premiums required
mortgage insurance ends in accordance with

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, or
In the event of a total taking of the Property,
or not then due, with any excess paid to Borrower.
Property immediately before the taking is equal
before the taking, unless Borrower and Lender
the amount of the proceeds multiplied by the
divided by (b) the fair market value of the Property
a partial taking of the Property in which the fair
secured immediately before the taking, unless Borrower
the proceeds shall be applied to the sums secured
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 the satisfaction 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 only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this
Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any
other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or
the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that
law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted
limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums
already collected from Borrower which exceed the 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 confirmed 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 that the power of sale contained in this Security Instrument shall not be exercised by Lender if certain conditions are met.

If Lender exercises this option, Lender shall give Borrower notice of acceleration 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.

18. Borrower's Right to Reinstatement. 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) 3 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to the power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (i) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (ii) cures any default of any other covenants or agreements; (iii) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (iv) takes such action as Lender may reasonably require to assure that the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain full and 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 Lender. The Note or a partial interest in the Note (together with this Security Instrument) may be sold once 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. 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 Substances 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 Substances 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: asbestos, pesticides, 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.

21. Acceleration; Remedies. Lender may covenant or agree 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 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 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

the Property in full of all sums secured by this Security Instrument. However, this option is prohibited by federal laws of the date of this Security Instrument.

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.

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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: asbestos, pesticides, 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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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 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

Copies Held of Trust: Single Family-Residential Non-Flexible
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www.compliance-source.com

THE UNIFORM INSTRUMENT

Initials: *[Signature]*

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(Page 5 of 7 pages)
1401083.CX 0205

of any parcel of the Property by purchase or otherwise at the time and place of any previously scheduled sale. Lender or its assignee may purchase the Property at any sale.

Trustee shall deliver to the purchaser of the Property, upon closing, 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. **Release.** 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 to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law.

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.

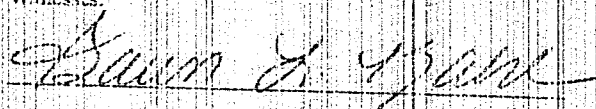
24. **Attorneys' Fees.** As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court, and in any bankruptcy or arbitration proceeding.

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)].

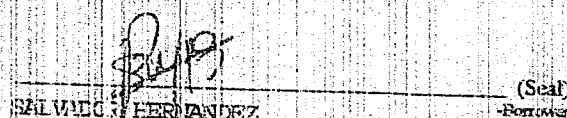
- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ 1-4 Family Rider |
| ☐ Graduated Payment Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ Balloon Rider | ☐ Rate Improvement Rider | ☐ Second Home Rider |
| ☒ Other(s) [specify] Manufactured Housing Unit Rider | | |

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:






SALVADOR HERNANDEZ (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Space Below This Line For Acknowledgment]

State of Oregon

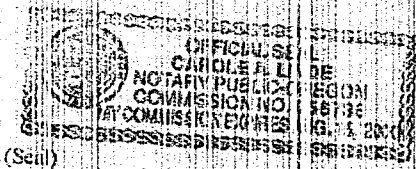
County of

KLAMATH

The foregoing instrument was acknowledged before me this
SALVADOR HERNANDEZ

7th day of January, 1999, [date] by

[name of person acknowledged]



(Seal)

Carol A. L. De

Notary Public, State of OREGON

My Commission Expires: 10/1/00

(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 31st day of December, 1998, and is incorporated into and shall be deemed to amend and supplement the Mortgage/Deed of Trust/Trust Indenture (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Associates Housing Finance, LLC.

of the same date (the "Note") and covering the property described in the Security Instrument, and located at: (the "Note Holder")

882 GROUND SQUIRREL, BENNANZA, CR 97623

(Property Address)

Together with the Manufactured Housing Unit described as follows which shall be a part of the real property:

Make: **MODULINE**

Model: **CONCEPT**

Year: **1998**

Serial Number(s): **1-17330**

Width & Length: **28 x 50**

MODIFICATIONS: In addition to the covenants and agreements made in the Security Instrument, Borrower(s) further covenant and agree as follows for themselves, their heirs and assigns and Note Holder:

A. Property:

Property, as the term is defined herein, shall also encompass the Manufactured Housing Unit described above, affixed to the real 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 affixation of the Manufactured Housing Unit to the real property described herein, including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and accompanying documentation necessary to classify the Manufactured Housing Unit as real property under State and local law.

- (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 REFER TO THE
 MORTGAGE DEED OF TRUST INSTRUMENT
 (Manufactured Housing Unit to Be Permanently Affixed)

Page 2 of 2

REAFFIRMED 10/97
 © Peterson & Peterson 1997

STATE OF OREGON : COUNTY OF CLATSOP

ss:

Filed for record at request of First American Title the 26th day
 of January A.D. 1998 at 11:05 o'clock A.M. and duly recorded in Vol. 1609
 of Map 3838B on Page 1638

FEES \$50.00

Linda Smith County Clerk

by Kristen Brown