

Loan #6 01-1970-001363221-9
FIRST NAME CAN TITLE OF C. O. GUN RIB 7/76

PIPER JAFFRAY & CO., NEW YORK

Washington Mutual Bank
C/O DATA ERIC
19031 33RD AVE WEST .. MS-116 PW
Lynnwood, WA 98036

16-12496

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THIS DEED OF TRUST ("Security Instrument") is made on January 10, 1999, by RONALD L. LEE (ITS and BJ LEWIS,

("Borrower"). The trustee is FIRST AMERICAN TITLE & TRUST COMPANY OF OREGON, a Oregon corporation ("Trustee"). The beneficiary is Washington Mutual Bank, which is organized and existing under the laws of Washington, and whose address is 1201 Third Avenue Seattle, WA 98101 ("Lender"). Borrower owes Lender the principal sum of Seventy-Three Thousand Six Hundred Twenty-five Dollars.

This debt is evidenced by Borrower's note monthly payments, with the full debt, if no Security Instrument secures to Lender; (e) extensions and modifications of paragraph 7 to protect the security of this agreement under this Security instrument Trustee, in trust, with power of sale, the County, Oregon;

ITEM 2 BLOCK 7 WAGON TRAIN REACHES NUMBER ONE, SECOND ADDITION ACCORDING TO THE OFFICIAL PLAT THEREOF ON THE 11TH IN THE OFFICE OF THE COUNTY CLERK OF KIABATHI COUNTY, OREGON.

1955 COLDIRON EST X214707 32

which is the address of 1521 East Concourse, Chicago, Illinois.

Oregon 37739 ("Property Address");

SORROWER COVENANTS that Borrower will and convey the Property and that the Warrants and will defend generally the title to the Property in lawfully seized of the estate hereby conveyed and bear the right to encumber, except or encumbrances of record. Borrower against all claims and demands, subject to any encumbrances

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

CHEDDAR - Single Family - Fannie Mae Freddie Mac
417A (OSSE)

NEO-CLASSICAL INTEGRATION

Form 3038 8/90 page 1 of 4 pages

Washington Mutual

PLANNED UNIT DEVELOPMENT RIDER

01-0976-001563221-9

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 20th day of January 1999 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 ("Borrower") to Washington Mutual Bank (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1521 ROND LA PINE CR 37739

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

(the "Declaration"). The Property is a part of a planned unit development known as Name of Planned Unit Development (the "PUD").

The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and restrictions of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) instrument or articles of incorporation, trust or equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the

MULTISTATE PUD RIDER - Single Family
GSA (31-8)

Federal Home Loan Bank Board
UNIFORM INSTRUMENT

Form 0750 9-90

9-91-048

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage", then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium and

(ii) Borrower's obligation under Uniform Covenant 15 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. In the proceeding of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination required by law in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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H. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them, and any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.


RONALD L. LEWIS
 R. LEWIS

MULTI STATE PUD RIDER - Single Family - Barndominium FORM INSTRUMENT

Form 3181 9/90

IESC (01-90)

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Washington Mutual Bank

**MANUFACTURED HOME RIDER TO
SECURITY INSTRUMENT**

01-0975-C01563221-9

THIS MANUFACTURED HOME RIDER TO SECURITY INSTRUMENT ("Rider") is made this 20th day of January 1999, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt and Security Agreement of the same date, as modified by any other addendums or riders thereto (the "Security Instrument") which Borrower's Note of the same ("Lender") as modified by any addendums or riders thereto, which Security Instrument covers the property described therein and located at the address shown below (the "Property").

152164 CONESTOGA ROAD, BIRMINGHAM, AL 35235

(Property Address)

Defined terms in the Note or the Security instrument shall have the same meaning when used herein. To the extent that this Rider conflicts with the terms and conditions set forth in the Security instrument, the terms and conditions set forth in this Rider shall control.

THE COLLATERAL FOR THE BORROWER'S LOAN INCLUDES A MANUFACTURED HOME. THIS RIDER SETS FORTH CERTAIN ADDITIONAL TERMS OF THE BORROWER'S LOAN APPLICABLE TO THE MANUFACTURED HOME.

In addition to the covenants and agreements which are made in the Note, Borrower and Lender further covenant and agree as follows:

1. **Manufactured Home**: The Security instrument shall also grant Lender a security interest in that certain manufactured home, Model No. 96, X234707, Serial No. 196, GOLDEN WEST,

to place (or which is already located) upon the Property, together with all furniture, furnishings, equipment, including heating, ventilation and air conditioning equipment, lighting, plumbing, and other well equipped decks, porches, and attached and detached garages and outbuildings which are located on the Property.

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01-0976-001563:21-9

2. Titling and Title Elimination. If this box is checked, Borrower shall cause title to the Manufactured Home to be eliminated (or obtain an exemption from titling if state law provides for a titling exemption rather than title elimination) in accordance with applicable state law. If the loan secured by this Security Instrument is a construction loan and the title elimination/exemption box above has been checked, the title elimination or exemption shall be completed no later than the deadline for completion of the improvements and issuance of the final draw under the Borrower's Construction Loan Agreement. If the title elimination/exemption box above has not been checked, Borrower shall at all times keep the Manufactured Home properly titled and certificated under applicable state law. The title shall show Borrower as the sole registered owner and Lender as the title holder (or legal owner, in that terminology is used by the state).

3. Security Agreement and Fixture Filing. This Security Instrument shall constitute a Security Agreement and Fixture Filing with respect to all items of collateral described in Section 1 above. As to any item of collateral which is deemed to be a fixture or personal property, Lender shall have those rights and remedies upon default as are available to a secured party under the Uniform Commercial Code of the State where the Property is located, in addition to all other rights and remedies available under applicable law.

IN WITNESS WHEREOF the parties have executed this Rider as of the day and year first above written:

X *[Signature]* RONALD J. LEWISX *[Signature]* BJ L. WISE

18328 03-00

2020-2-2

STATE OF OREGON, COUNTY OF CLACKAMAS

Filed for record at request of	First American Title	on	27th	day
of <u>January</u>	A.D. <u>1999</u>	at <u>3:16</u>	of the	<u>1999</u>
of <u>\$50.00</u>	for <u>2 pages</u>	o'clock P.M.	and date recorded in Vol.	<u>3065</u>
Signed <u>Linda Smith, County Clerk</u>				