

6-21-3  
1323  
This change is requested all six trustee  
will be listed to the following address:

VIBIN UNCORDED MAIL TO:  
FT MORTGAGE COMPANY INC.  
1945 MEADOWS ROAD SUITE

3/3. PREMIER MORTGAGE RESOURCES  
154 LAKE OREGON OR 97035

ACCOUNT NUMBER

TAX ACCOUNT NUMBER

State of Oregon

NTC 4E753 - MS  
[Since Above This Line for Recording Date]

0016134033

FIA Case No.

431-3253361-703

## DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on September 15, 1998  
The Grantor is  
DANIEL J. BRUNNENBERGER  
JENNIFER K. BRUNNENBERGER

("Borrower"). The trustee is  
AMERICAN TRUSTEE

("Trustee"). The beneficiary is

FT MORTGAGE COMPANIES D/B/A PREMIER MORTGAGE RESOURCES  
which is organized and existing under the laws of THE STATE OF KANSAS , and  
whose address is 2345 GRAND AVE, STE 2210, KANSAS CITY, MO 64108  
("Lender"). Borrower owes Lender the principal sum of  
FIFTY NINE THOUSAND NINE HUNDRED EIGHTY NINE & 00/100 Dollars (U.S. \$ 59,369.00 ).

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 OCTOBER 1,

2026. 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

FIA Oregon Deed of Trust  
FIA-4R(0) (ex02)

VMP11 RTGALP FORMS REV01-791  
Rev 10/8

This document is being rerecorded to correct legal description.

of Borrower's covenants and agreements under this Security instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in It is located in County, Oregon:

**LOT 23 OF OLD DECEDED MINOR ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF ELMATH COUNTY, OREGON.**

which has the address of **1016 REINHOLD STREET, ELMATH FALLS, OREGON 97603** [Street, City],  
 Zip Code ("Property Address"):

County: **3809-03403-04900-010** City:

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter made 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 Borrower 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 residential use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

#### UNIFORM COVENANTS.

**1. Payment of Principal, Interest and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note, and all charges due under the Note.

**2. Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest set forth in the Note, and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium if the Security Instrument is held by the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if the Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required by Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq., and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's systematic availability in the account may not be based on amounts due for the mortgage insurance premium.

100-4R(OR) Senior

100-4R

100-4R

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If the funds held by Lender for account to Borrower for the excess funds are not sufficient to pay the Escrow items, the shortage as permitted by RESPA.

The Escrow Funds are pledged by Borrower to Lender the full payment of all installments items (a), (b), and (c) as obligated to pay to the Secretary, and Lender's interest in the Property or its remaining for all installments or items (d).

### 3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

**First,** to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the insurance premium.

**Second,** to my taxes, special assessment premiums, as required;

**Third,** to interest due under the Note;

**Fourth,** to amortization of the principal;

**Fifth,** to late charges due under the Note.

**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against fire, for which Lender requires insurance. This insurance shall also insure all improvements lost by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender, and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall make promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either

(a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amount

(b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend

or postpone the due date of the monthly payments. Any excess insurance proceeds

and this Security Instrument shall be paid over to Lender.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the

indebtedness, all right, title and interest of

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lesseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirements will cause undue hardship for Borrower, or unless extenuating circumstances Borrower shall notify Lender of any extenuating circumstances. Borrower or substantial charge the Property or allow the Property to deteriorate, may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property.

Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or if loan evidenced by the Note, including, Property as a principal residence. If the provisions of the lease. If Borrower acquires title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. Condemnation.** The proceeds of any condemnation or other taking of any assigned and shall be paid to Lender to the Note and this Security Instrument. Lender and this Security Instrument, first to any prepayment of principal. Any application monthly payments, which are referred to over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

**7. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights hazard insurance and other items mentioned in paragraph 2.

Any amount disbursed by Lender secured by this Security Instrument, thereafter this paragraph shall become an additional debt of Borrower and be amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be payable.

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 enforcement of the lien in legal proceedings which in the Lender's opinion is necessary to protect the value of the Property and Lender's rights in the Security Instrument; (c) removes from the holder of the lien an agreement satisfactory to Lender determines that any part of the Property is subject to this Security Instrument, Lender may give Borrower a notice identifying the lien, one of the actions set forth above within 10 days of the giving of notice.

### 8. Fees; Lender may collect fees and expenses.

### 9. Grounds for Acceleration of Debt.

- (a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment default, require immediate payment in full of all sums secured by this Security Instrument if:
  - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument next monthly payment, or
  - (ii) for a period of thirty days, to perform any other obligations contained in this Security Instrument.

- (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1781-3(f)) and with the prior approval of the Secretary, require that the Securitization instrument in full be sold in accordance with the Security Instrument if:

- (i) All or part of the Property, or otherwise transferred (other than by the purchaser or grantee fails to meet the requirements of the Secretary).
- (ii) The Property is not occupied by the purchaser or grantee (fails to meet the requirements of the Secretary).
- (c) No Waiver. If circumstances of Lender does not require such payment.
- (d) Regulations of HUD. Secretariat Lender's rights, in the case of payment. This Security Instrument does not affect the Secretary.

(e) Mortgage Not Insured. Borrower be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining the Note, shall be deemed conclusive proof of such ineligibility. Option may not be exercised by Lender when the unavailability of funds to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right of Borrower's failure to pay an amount due under the Note or if foreclosure proceedings are instituted. To amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs associated with the foreclosure proceeding obligations that it secures shall remain in Lender is not required to permit reinstatement of foreclosure proceedings within two years of proceeding. (i) reinstatement will preclude adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Non-modification of amortization of the sums interest of Borrower shall not operate to release Lender shall not be required to commence payment or otherwise modify amortization made by the original Borrower or Borrower or remedy shall not be a waiver of or preclude.

12. Successors and Assigns Bound; this Security Instrument shall bind and provisions of paragraph 9(b). Borrower co-signs this Security Instrument but does not mortgage, grant and convey that Borrower not personally obligated to pay the sums Borrower may agree to extend, modify, instrument or the Note without that Borrower

any interest in a trust owning all or part of the Property, is sold or devised or donated, or by the purchaser or grantee as his or her principal residence, or the Property but his or her credit has not been approved in accordance with the regulations issued by the Secretary.

or that would permit Lender to require immediate payment in full, but Lender does not waive its rights with respect to subsequent events.

In many circumstances regulations issued by the Secretary will limit defaults, to require immediate payment in full and foreclose if not paid.

Lender may not be permitted by regulations of the Secretary.

agrees that if this Security Instrument and the Note are not determined to be valid or enforceable under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining the Note, shall be deemed conclusive proof of such ineligibility. Option may not be exercised by Lender when the unavailability of funds to remit a mortgage insurance premium to the Secretary.

to be reinstated if Lender has required immediate payment in full because under the Note or this Security Instrument. This right applies even after reinstatement of the Security Instrument, Borrower shall tender in a lump sum all current including, to the extent they are obligations of Borrower under this Security Instrument, customary attorneys' fees and expenses properly incurred by Borrower, this Security Instrument and the effect as if Lender had not required immediate payment in full. However, if: (i) Lender has accepted reinstatement after the commencement of immediate preceding the commencement of a current foreclosure proceeding or different grounds in the future, or (iii) reinstatement will be by this Security Instrument.

range By Lender Not a Waiver. Extension of the time of payment or secured by this Security Instrument granted by Lender to any successor in title to the liability of the original Borrower or Borrower's successor in interest, proceedings against any successor in interest or refuse to extend time for payment of the sums secured by this Security Instrument by reason of any demand made by such successor in interest. Any forbearance by Lender in exercising any right to the exercise of any right or remedy.

Joint and Several Liability; Co-Signers. The covenants and agreements of the successors and assigns of Lender and Borrower, subject to the covenants and agreements shall be joint and several. Any Borrower who does not execute the Note: (a) is co-signing this Security Instrument only to a interest in the Property under the terms of this Security Instrument; (b) is covered by this Security Instrument and (c) agrees that Lender and any other bear or make any assumption with regard to the terms of this Security Instrument.

13. (b) (1) (b) (2)

14. (b) (1) (b) (2)

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13. 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 my 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 my 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.

14. 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 provisions. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

16. 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 a circumstance 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 Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "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, plastic asbestos materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "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:

17. Assignment of Rents. Borrower unconditionally signs and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sum secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property, and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent or Lender's written demand to the tenant.

Borrower has not executed any prior assignments of rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a duly appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or legal damage or other right or remedy of Lender. This assignment of rents of the Property shall remain in effect until the debt secured by the Security Instrument is paid in full.

AMERICAN EXCOR, Inc.

100-11

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18. Foreclosure Procedure. If Lender re-invokes the power of sale and any other remedy or remedies incurred in pursuing the same, reasonable attorney fees and costs of title examination payment in full under paragraph 9, Lender may be permitted by applicable law. Lender shall be entitled to collect as provided in this paragraph 18, including, but not limited to, one:

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of sale to the Borrower and of 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. After the time required by applicable law, 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 parcel of the Property by public auction. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser warrant, express or implied. The recitals and statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the

If the Lender's interest in this Security instrument payment in full under Paragraph 18, the Single Family Mortgage Foreclosure procedure commissioner designated under provided in the Act. Nothing in the present available to a Lender under this Paragraph 18.

19. Reconveyance. Upon payment of all amounts due the Proprietor and shall reconvey this Security Instrument to Trustee. Trustee shall reconvey the property legally entitled to it. Such person or persons shall

20. Substitute Trustee. Lender may, from time to time, remove Trustee and appoint a successor trustee to any of the property, the successor trustee shall succeed to all the rights and obligations of Trustee herein by applicable law.

21. 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.

22. Riders to this Security Instrument. With this Security Instrument, the covenants, supplements, the covenants and agreements of the instrument. [Check applicable box(es)].

Condominium Rider

Mixed Use Development Rider

After immediate payment in full under paragraph 9, Lender may be permitted by applicable law. Lender shall be entitled to collect as provided in this paragraph 18, including, but not limited to, one:

Lender shall execute or cause Trustee to execute a written notice of sale to the Borrower and of 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. After the time required by applicable law, 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 parcel of the Property by public auction. Trustee may postpone sale of all or

Trustee's deed conveying the Property without any covenant or condition, express or implied. The recitals and statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of Trustee's and attorneys' fees; (b) to all sums secured by this person or persons legally entitled to it.

Instrument is held by the Secretary, and the Secretary requires the Secretary may invoke the non-judicial power of sale provided in the Act of 1934 ("Act") (12 U.S.C. 3737 et seq.) by requesting in the Act to commence foreclosure and to sell the Property as in sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18.

secured by this Security Instrument. Lender shall request Trustee to reconvey this Security Instrument and all other evidences of debt secured by this Security Instrument, with or without warranty and without charge to the person or persons so reconveyed.

time, removes Trustee and appoint a successor trustee to any of the property, the successor trustee shall succeed to all the rights and obligations of Trustee herein by applicable law.

Instrument and in the Note, "attorneys' fees" shall include any attorney's fees awarded by an appellate court.

one or more riders not executed by Borrower and recorded together with this instrument, shall be incorporated into and shall amend and supplement the covenants and agreements of this instrument as if the rider(s) were a part of this Security

Giving Date: Rider  
Contracted By: Rider

11. Omaha (Specify)  
STATE OF OREGON

1997-200

000  
000

3126  
34934

BY SIGNING BELOW, Borrower  
Rider(s) executed by Borrower and accept-  
Witnessed:

accepts and agrees to the terms contained in this Security Instrument and in any  
addendum thereto.

Daniel J. Brunnecker (Seal)  
DANIEL J. BRUNNECKER  
Borrower

Jennifer I. Brunnecker (Seal)  
JENNIFER I. BRUNNECKER  
Borrower

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

(Seal)  
Borrower  
(Seal)  
Borrower

(Seal)  
Borrower  
(Seal)  
Borrower

STATE OF OREGON, Klamath  
County 18th day of September,

Daniel J. Brunnecker and Jennifer I. Brunnecker,

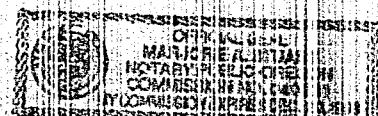
do foregoing instrument to be their  
Mortgagee. Commission Expires: 12-20-99  
(Official Seal)

On this 18th day of September, 1999,  
Daniel J. Brunnecker and Jennifer I. Brunnecker,  
personally appeared before me,

and acknowledged

Believing me,

Notary Public for Oregon



10-24-02 (OPP) page 3

Page 1

ADDENDUM  
TO DEED OF TRUST  
Oregon Residential  
Lending and Community  
Services Department  
State of Oregon

0016134693

3127

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The Lender intends to assign its rights under the Addendum 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 and the provisions of the Deed of Trust or Note, the provisions of this Addendum shall control.

the attached Deed of Trust to the Oregon Housing and Community Services 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 due and payable if:

- all or part of the property is sold, or otherwise transferred by Borrower to a purchaser or other transferee:
- (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 ending on the date of the sale or transfer, all as provided in Section 143(c) and (I)(2) of the Internal Revenue Code (except that the latter appears in Section 143(d)(1)) or
  - (iii) at an acquisition cost which is greater than 110 percent for targeted area residents, 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 (2) of the Internal Revenue Code, or

b. Borrower fails to occupy the property or its successor or assigns described at

c. Borrower omits or misrepresents a fact in the Internal Revenue Code in an application

References are to the Internal Revenue Code, proceedings of which will be used to implement implementing regulations.

The Borrower understands that the agreement to the Residential Loan Application are necessary

3. The Borrower agrees that no future advance

s and statements of fact contained in the Addendum to

will be made under this Deed of Trust without the consent of the

**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 my 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. If the cost is added to your loan balance the effective date of coverage may be the date you purchased it. The cost of this insurance may be added to your loan balance. The underlying law will apply to this added amount. prior coverage provided the date you failed to provide proof of coverage, more expensive than insurance you can obtain on your own may be or may violate liability insurance requirements imposed by applicable law.

Original from:

Page 1 of 2

3127-9A  
CASH 60 (Rev)

14936 0016134133  
The Borrower understands and agrees that  
the above provisions will be effective and forth in the Note shall be  
in effect only if this loan is purchased by  
If such purchase is rescinded, then the above provisions shall cease to be effective and the interest rate may be  
increased to 7.125 % per annum, or  
\$ 404.02.

3128

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  
Addendum.

Date:

Daniel J. Brumley  
Known as JENNIFER L. BRUMPEMER

the terms of the Deed of Trust and Note which are contained in this

Jennifer L. Brumpemer  
Known as DANIEL J. BRUMLEY

Borrower:

Lender:

STATE OF OREGON

County of Klamath

On 9/18/98

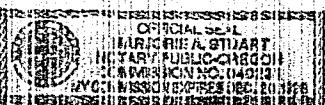
County and State, personally appeared Daniel J. Brumley & Jennifer L. Brumpemer, known to me to be the identical individuals described in the instrument who executed the within instrument and acknowledged they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF,

I have hereunto set my hand and affixed my official seal this day and year

Mary D. Sutall  
Notary Public in and for said County and State

My Commission expires: 12-20-91



(Seal)

After recording, mail to:

FT Mortgage dba Premier Mortgage  
4949 Meadows Road, Suite C  
Lane, Oregon, OR 97035

STATE OF OREGON COUNTY OF KLAUATH

Fees for record & regist of

on September A.D. 1998

of Market

FEE: \$55.00

Amount of \$ 1,180.00 due 23rd day

of Sept 1998 M. and A. duly recorded in Vol. 28

on Page 14122 by Benita S. Leisen, County Clerk

Katrina Hazel

3129

STATE OF OREGON  
County of KLAMATH)

I CERTIFY that this is a true and  
copy of a document in the possession  
of the Klamath County Clerk.

Dated: 1-12-99

LINDA SMITH, Klamath Co.

*Bonnie Clark*

STATE OF OREGON - COUNTY OF KLAMATH

Filed for record at request of:

on January A.D. 1999 at  
of M.I.

YES \$50.00 Re-record

correct  
version

Bonnie Clark

Deputy

ss.

merit title:

names

11:10 o'clock A. M. and duly recorded in Vol. M99  
on page 319

by

Linda Smith, County Clerk

*Linda Smith*

