

04 JUL 1 PM 12:48

Vol M04 Page 43173

When recorded mail to:

Financial Freedom Senior Funding Corporation,
a Subsidiary of Lehman Brothers Bank, FSB
353 Sacramento Street, Suite 420
San Francisco, California 94111

State of Oregon, County of Klamath
Recorded 07/01/2004 12:48 p.m.
Vol M04 Pg 43173-43186
Linda Smith, County Clerk
Fee \$ 96.00 # of Pgs 14

ALLIANCE TITLE

LOAN NO: 4701125

661597

378207

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LINE OF CREDIT INSTRUMENT

DEED OF TRUST, ASSIGNMENT OF RENTS, AND FIXTURE FILING

THIS DEED OF TRUST SECURES A REVERSE MORTGAGE LOAN.

THIS DEED OF TRUST SECURES AN OPEN-END (REVOLVING) LINE OF CREDIT WHICH PROVIDES FOR PAYMENTS, FUTURE ADVANCES AND A VARIABLE RATE OF INTEREST AS SET FORTH IN A CASH ACCOUNT ADJUSTABLE RATE REVERSE MORTGAGE LOAN ACCOUNT DISCLOSURE STATEMENT AND AGREEMENT DATED THE SAME DATE AS THIS DEED OF TRUST ("AGREEMENT"). THE PROVISIONS OF THE AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE.

THIS DEED OF TRUST ("Security Instrument") is made on **JUNE 18, 2004**. The trustor is **KENNETH C. ELDER, AN ESTATE IN FEE SIMPLE**, ("Borrower") (unless the context indicates otherwise, the terms "Borrower", "I", "we", "us", "me", "my", "mine" and "our" refer collectively to all trustors under this Security Instrument). The trustee is **ALLIANCE TITLE** ("Trustee"). The beneficiary is Financial Freedom Senior Funding Corporation, a Subsidiary of Lehman Brothers Bank, FSB, a Delaware corporation, and whose office address is 3009 Douglas Boulevard, Suite 210, Roseville, California 95661 ("Lender") (unless the context indicates otherwise, the terms "Lender", "you" and "your" refer to Financial Freedom Senior Funding Corporation, a Subsidiary of Lehman Brothers Bank, FSB). "Loan" and "Account" refer to the loan evidenced by the Agreement. Borrower owes Lender a maximum principal sum of **THREE HUNDRED NINE THOUSAND ONE HUNDRED TWENTY FOUR DOLLARS AND NO CENTS (U.S. \$309,124.00)** which may be exceeded by advances to complete construction pursuant to ORS 86.155(2)(c), if applicable, plus all interest and other amounts due as set forth below.

FSB. + 10

This debt is evidenced by the Agreement, which provides for a single payment due and payable in the ordinary course, upon the earliest to occur of any of the Maturity Events as set forth more fully in Section 6 of the Agreement, which are as follows: (a) the sale, conveyance, transfer or assignment of any part of the Property, as defined below, or any of Borrower's rights in the Property, whether voluntarily or involuntarily, by operation of law or otherwise, to a person other than any of the original Borrowers, without Lender's prior written consent, (b) the Borrower's death or, if there is more than one Borrower, the death of the last living Borrower; and (c) all Borrowers ceasing to use the Property as their principal residence. All amounts owed under the Agreement and this Security Instrument must be paid in any event before the expiration of fifty (50) years from the date of this Security Instrument.

This Security Instrument secures to you (a) repayment of the debt evidenced by the Agreement, including principal (which includes the Initial Advance (as referred to in the Agreement) and all future Advances made after the date of this Security Instrument), all interest thereon, a charge upon repayment of the Loan, if applicable, all other amounts and charges set forth in the Agreement or this Security Instrument and all renewals, replacements, extensions and modifications of the Agreement and this Security Instrument; (b) the payment of all other amounts, with interest, advanced under the Agreement or Section 6 of this Security Instrument to protect the security of this Security Instrument; and (c) the performance of my obligations and agreements under this Security Instrument and the Agreement. For this purpose, I irrevocably grant and convey to Trustee, in trust, with power of sale, the following described property located in **KLAMATH** County, OREGON:

[See Exhibit "A" attached hereto.]

which has the address of **12056 MERGANSER ROAD, KLAMATH FALLS, OREGON 97601** ("Property Address");
Property Tax Account No. of 881285;

TOGETHER WITH all the improvements now or in the future erected on such property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures which are now or in the future become a part of said property. All replacements and additions shall also be covered by this Security Instrument. All of the property described above and in Exhibit "A" is referred to in this Security Instrument as the "Property".

I HEREBY WARRANT that all of the statements and representations I have made in the Agreement with respect to the Property are true and correct.

I FURTHER COVENANT AND AGREE as follows:

1 Payment of Principal, Interest and Fees.

I will promptly pay, or cause to be paid, to Lender when due the principal of the debt evidenced by the Agreement (the "Principal Amount"), all interest thereon, the "Equity Share" described in the Agreement, if applicable, and all fees, charges and other amounts due under the Agreement or this Security Instrument.

2 Charges; Liens.

I will pay prior to delinquency all taxes, assessments, charges, fines and impositions attributable to the Property, and I will pay these obligations directly to the person or entity owed payment. I will, upon your request, promptly furnish to you all notices of amounts to be paid under this Section and all receipts evidencing those payments.

I will promptly discharge any lien on the Property which may attain priority over this Security Instrument (other than as listed in the title insurance policy ("Title Policy") issued to you and insuring this Security Instrument) unless I (a) agree in writing to pay the obligation secured by the lien in a manner acceptable to you; (b) contest in good faith the lien by, or defend against enforcement of the lien in, legal proceedings which in your opinion operate to prevent enforcement of the lien or forfeiture of any part of the Property; or (c) secure from the holder of the lien an agreement satisfactory to you subordinating the lien to this Security Instrument. If you determine that any part of the Property is subject to a lien, you may immediately cease making any further Advances, and give me a notice identifying the lien. I will satisfy the lien or take one or more of the actions set forth above within ten (10) days of your giving me this notice.

3 Hazard Insurance.

I will keep the improvements now existing or erected in the future on the Property insured against loss by fire, hazards included within the terms "extended coverage" and "all risk", and any other hazards, including floods or flooding, for which you require insurance, through an insurance company and on terms satisfactory to you, and which provides you with at least ten (10) days prior written notice before any change or cancellation can be made. I understand that all insurance policies and renewals must be acceptable to you and include a standard mortgagee clause in your favor. You have the right to hold the policies and renewals. If you require, I will promptly give you all receipts for paid premiums and renewal notices. In the event of loss, I will give prompt notice to the insurance carrier and to you. You may submit proof of loss if I do not do so promptly. I hereby authorize you to contact the insurance carrier to verify the coverage and to ensure that you are named as loss payee under a standard mortgagee clause. In the event that you are not so named, I authorize you to instruct the insurance carrier to so name you.

If I do not provide you with evidence of insurance satisfactory to you upon your request you may, but are not obligated to, in accordance with Section 6, obtain such insurance on your own behalf or on my behalf, at your option, naming you as the insured or otherwise, at your sole option. I acknowledge that insurance you obtain in this way may provide less protection to me and may be more expensive than insurance I could obtain.

Unless you and I agree differently in writing, insurance proceeds will be applied to restore or repair the damaged Property, if (a) the restoration or repair is economically feasible within a reasonable period of time, (b) I am willing and able to repair or restore the Property as necessary within a reasonable period of time, and (c) the value of your security would not be lessened. If the foregoing requirements are not all met you may, at your option, use the insurance proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not they are then due, with any excess paid to me. If I abandon the Property or do not answer within 30 days a notice from you that the insurance carrier has offered to settle a claim, you may collect the insurance proceeds and use them to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not they are then due. The thirty-day period will begin when the notice is given.

If under this Security Instrument you acquire the Property, my right to any insurance policies and proceeds resulting from damage to the Property before you acquire it will pass to you to the extent of the amounts secured by this Security Instrument immediately prior to the acquisition.

WARNING – UNLESS I PROVIDE YOU WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY THIS DEED OF TRUST, YOU MAY PURCHASE INSURANCE AT MY EXPENSE TO PROTECT YOUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT MY INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE YOU PURCHASE MAY NOT PAY ANY CLAIM I MAKE OR ANY CLAIM MADE AGAINST ME. I MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT I HAVE OBTAINED PROPER COVERAGE ELSEWHERE. I AM RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY YOU. THE COST OF THIS INSURANCE MAY BE ADDED TO MY LOAN BALANCE. IF THE COST IS ADDED TO THE LOAN BALANCE, THE INTEREST RATE ON THE UNDERLYING LOAN WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE MY PRIOR COVERAGE LAPSED OR THE DATE I FAILED TO PROVIDE PROOF OF COVERAGE. THE COVERAGE YOU PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE I CAN OBTAIN ON MY OWN AND MAY NOT SATISFY ANY NEED FOR PROPERTY DAMAGE COVERAGE OR ANY MANDATORY LIABILITY INSURANCE REQUIREMENTS IN OREGON.

4 Preservation and Maintenance of Property.

I will at my expense keep the Property in at least the same condition as it exists on the later of the date of this Security Instrument or the date upon which all repairs, if any, funded by you from the Initial Advance made under the Agreement are completed. I will not remove or demolish any building on the Property, and I will repair and restore promptly and in good and workmanlike manner any building which may be damaged or destroyed thereon and will pay, when due, all claims for labor performed and materials furnished therefor. I will comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon. I will not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property, nor will I commit, suffer or permit any act upon the Property in violation of law or any required insurance policy relating to the Property. I will cultivate, irrigate, fertilize, fumigate, prune and do all other acts, which from the character or use of the Property may be reasonably necessary to maintain its condition as required by the Agreement and this Security Instrument.

I understand that I will be in default under this Security Instrument if any forfeiture action or proceeding, whether civil or criminal, is begun that in your good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or your security interest. You may immediately cease making any further Advances upon the commencement of any such forfeiture action or proceeding, and give me a notice identifying the proceeding. I may cure this default and reinstate, as provided in Section 13, by causing the action or proceeding to be dismissed with a ruling that, in your good faith determination, precludes forfeiture of my interest in the Property or other material impairment

of the lien created by this Security Instrument or your security interest. I understand that I will also be in default if I gave materially false or inaccurate information or statements to you (or failed to provide you with any material information) in connection with the Agreement, including, but not limited to, representations concerning my occupancy of the Property as a principal residence.

5 Hazardous Substances.

I will not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on, in, or from the Property. The preceding sentence does 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, as distinct from commercial uses, and to maintenance of the Property. I will not do, nor allow anyone else to do, nor am I aware of, anything affecting the Property that is in violation of any Environmental Law.

I will promptly give you 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 I have actual knowledge. If I learn, or am notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, I will promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Section and in the Agreement, "Hazardous Substances" means hazardous wastes, hazardous substances, toxic substances, hazardous air pollutants, pesticides, contaminants or other pollutants as those terms are used in any Environmental Law, and the following substances: gasoline, diesel fuel, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, lead paint, and radioactive materials. As used in this Section and in the Agreement, "Environmental Law" means federal laws and regulations and laws and regulations of each of the other jurisdictions in which the Property is located that relate to health, safety or environmental protection, including laws regulating the handling, use, storage, disposal or transportation of Hazardous Substances.

6 Protection of Lender's Rights in Property.

6.1 If I fail to perform any of my material obligations contained in the Agreement or any of my obligations set forth in this Security Instrument, or if legal proceedings are commenced that may significantly affect your rights in the Property (such as proceedings in bankruptcy, probate, for condemnation or to enforce laws or regulations), then you may, but are not obligated to, do or pay for whatever is necessary to protect the value of the Property and your rights in the Property. This may include, for example, paying the cost of maintaining the Property during my absence; paying all taxes, assessments, charges, fines and impositions attributable to the Property; discharging liens, appearing in court and paying reasonable attorneys' fees; paying insurance premiums or paying the cost of repair or to prevent deterioration or waste to the Property; all as provided in the Agreement or in this Security Instrument. Any payments you make will not create an obligation on your part to make any further payment.

6.2 If you do make such payments, you may at your option add any amounts paid to the balance of my Account owed under the Agreement and reduce my Advance Limit by an equal

amount. Any amounts so paid and added to the balance of my Account will be secured by this Security Instrument and have priority as if made on the date of this Security Instrument. These amounts will bear interest from the date of disbursement at the interest rate provided under the Agreement and will be payable at the same time as other debt is payable under the Agreement or this Security Instrument.

7 Inspection.

I will permit you or your representative to visit and walk through the Property on reasonable prior notice (at least 24 hours).

8 Condemnation of the Property.

I hereby assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, and the same are to be paid to you.

In the event of a total taking of the Property or a conveyance in lieu of condemnation, the proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to me. If the Property is partially taken and the Appreciated Value of the Property (as determined pursuant to Section 3.9(a) of the Agreement) immediately before the taking is equal to or greater than the sums secured by this Security Instrument immediately before the taking, unless you and I otherwise agree in writing, the sums this Security Instrument secures will be reduced by applying thereto a portion of the proceeds equal to the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the Appreciated Value of the Property immediately before the taking as so determined. Any balance will be paid to me. If the Property is partially taken and the Appreciated Value of the Property (as determined pursuant to Section 3.9(a) of the Agreement) immediately before the taking is less than the amounts secured immediately before the taking, unless you and I agree otherwise in writing or unless applicable law otherwise provides, the proceeds will be applied to the sums secured by this Security Instrument, whether or not they are then due.

If I abandon the Property or if, after you notify me that the condemner has offered to make an award or settle a claim for damages, I fail to respond to you within thirty (30) days after the date the notice is given, you are authorized to collect and apply the proceeds, at your option, either to restore or repair the Property or to the amounts secured by this Security Instrument, whether or not they are then due.

9 Borrower Not Released; Forbearance by Lender Not a Waiver.

I understand that any extension of the time for payment of the amounts secured by this Security Instrument which you grant to me or to any of my successors in interest will not operate to release my liability or that of my successors in interest. You will not be required to start proceedings against any successor in interest or refuse to extend time for payment of the amounts secured by this Security Instrument by reason of any demand made by me or any of my successors in interest. Any forbearance by you in exercising any of your rights or remedies will not constitute a waiver, or preclude the exercise, of any of your other rights or remedies.

10 Successors and Assigns Bound; Joint and Several Liability.

The warranties and agreements of this Security Instrument and the Agreement shall bind and

benefit you and your successors and assigns, and me and my executors, administrators, heirs, successors and assigns. Borrower's warranties and agreements are and will be joint and several. Anyone who co-signs this Security Instrument as a Borrower but does not execute the Agreement (i) is co-signing this Security Instrument only to mortgage, grant, warrant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (ii) is not personally obligated to pay the amounts secured by this Security Instrument; and (iii) agrees that Lender and any other Borrower may agree, subject to applicable law, to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without that Borrower's consent.

11 Notices.

Any notice to me described in the Agreement or in this Security Instrument will be given by private delivery service or by mailing it by first class mail, postage prepaid, unless applicable law or the terms of this Security Instrument or the Agreement require using another method. The notice will be directed to the Property Address or any other address all Borrowers designate to you in writing. I understand that any notice to you must be given by private delivery service or by first class mail, postage prepaid, to your address stated in this Security Instrument or any other address you designate to me in writing, unless applicable law or the terms of this Security Instrument or the Agreement require using another method. Any notice given by private delivery service in this way will be considered to have been given when delivered, and any notice given by mail in this way will be considered to have been given five (5) business days after being deposited in the mail.

12 Governing Law; Severability.

This Security Instrument will be governed by the laws of the state of (without regard to its rules pertaining to conflict of laws) and by applicable federal law, including the Federal Arbitration Act as it applies to Section 20 of this Security Instrument, and its provisions are severable, as provided in Section 17.8 of the Agreement.

13 Borrower's Right to Reinstate.

If, upon the occurrence of an Event of Default as described in Section 13 of the Agreement and, after demanding mandatory prepayment of the Loan, you seek enforcement of this Security Instrument by commencing foreclosure, whether pursuant to any power of sale contained in this Security Instrument or by filing an action in a court of law, if I meet certain conditions, I will have the right to have enforcement of this Security Instrument discontinued at any time before the earlier of (i) five (5) business days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (ii) entry of a judgment enforcing this Security Instrument. Those conditions are that I (a) pay you all amounts which then would be due under this Security Instrument and the Agreement had you not required mandatory prepayment; (b) cure any breach or default in the performance of any other warranty or agreement; (c) pay all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) take any action you may reasonably require to ensure that the lien of this Security Instrument, your rights in the Property and my obligation to pay the amounts secured by this Security Instrument continue unchanged. Upon my reinstatement, this Security Instrument and the obligations it secures will remain fully effective as if you had not required mandatory prepayment.

14 Events of Default; Mandatory Prepayment and Other Remedies.

I understand that if an Event of Default occurs, as described in Section 13 of the Agreement (including but not limited to the sale, conveyance, transfer or assignment of all or any part of the Property, or any of my rights in the Property, whether voluntarily or involuntarily, by operation of law or otherwise, to a person other than any of the original Borrowers, without your prior written consent ("Due on Sale")), and is continuing, you may immediately stop making any further Advances, and that if I do not cure that default within the period specified in the notice of Event of Default described in this Section, you may require mandatory prepayment of the Loan together with all other amounts owed under the Agreement and this Security Instrument. You will notify me, following the occurrence of an Event of Default, before requiring mandatory prepayment, specifying (i) the Event of Default; (ii) the action required to cure the default; (iii) a date by which the default must be cured; and (iv) that if I do not cure the default on or before the date specified in the notice you may require mandatory prepayment of the Loan or sale of the Property, or both. The notice will further inform me of my right to reinstate after you have called for mandatory prepayment and of my right to assert the non-existence of an Event of Default or any other defense I may have to mandatory prepayment and sale.

If the default is not cured on or before the date specified in the notice, you may at your option, subject to applicable law, require immediate prepayment in full of all amounts due under the Agreement and this Security Instrument without further demand, and may foreclose on the Property and invoke any other remedies provided by the Agreement or this Security Instrument or permitted by applicable law.

Any forbearance by you in exercising any right or remedy under this Section will not waive your right to exercise any right or remedy in the future. Your exercise of this right will not cure or waive any default or notice of Event of Default under this Security Instrument, or invalidate any act done pursuant to such a notice.

15 Procedures for Sale.

If you invoke the power of sale, you will execute, or cause the Trustee to execute, a written notice of the occurrence of an Event of Default and of your election to cause the Property to be sold. The Trustee will cause this notice to be recorded in the county in which the Property is located. You or the Trustee will mail copies of the notice to me and other persons as prescribed by applicable law. The Trustee will give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law the Trustee, without demand on me, will 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. The Trustee may postpone sale of the Property by public announcement at the time and place of any previously scheduled sale. Lender may bid at any foreclosure sale.

The Trustee will deliver to the purchaser a Trustee's deed conveying the Property without any covenant or warranty, express or implied. Recitals in the Trustee's deed will be prima facie evidence of the truth of the statements made in the deed.

If you acquire the Property at a foreclosure sale, your only obligation to me will be to pay me out of your proceeds from reselling the Property to a third party an amount, if any, equal to the

resale price less the sum of all debt secured by this Security Instrument plus all expenses of the resale, including but not limited to any brokerage commissions.

16 Reconveyance.

Upon payment of all amounts secured by this Security Instrument, you will request the Trustee to reconvey the Property and will surrender this Security Instrument and any notes evidencing debt secured by this Security Instrument to the Trustee; provided, however, that if my Account balance is \$00.00 at any time prior to the occurrence of a Maturity Event or your demand for early repayment, you shall not request the Trustee to reconvey this Security Instrument unless I specifically instruct you in writing to terminate my Account under the Agreement, and then only if there are no unpaid finance charges, attorneys' fees or any other sum owing to you under the Agreement. The Trustee will reconvey the Property without warranty, at the charge agreed to in the Agreement, to the person or persons legally entitled to it. That person or persons will pay any recordation costs.

17 Attorney Fees.

"Attorneys' Fees" as used in this Deed of Trust and the Agreement, includes all reasonable costs and expenses you may incur in investigating a default or other event, reasonable fees charged by and expenses of professional consultants and advisers, including attorneys and accountants, costs of searching records, obtaining title reports, surveyor's reports, attorney's opinions, title insurance, any time in your opinion for the protection of your interest and the enforcement of your rights. Attorneys' fees includes cost and expenses of legal advice with respect to the event of default or other event, negotiations with me or any other parties in interest, and reasonable attorneys' fees and expenses in connection with any action you commence or in which you appear, whether for the purpose of protecting or preserving your rights or to realize upon the lien of any security interest, or both, by foreclosure or otherwise (including, without limitation, bankruptcy proceedings and proceedings for special relief in bankruptcy), and all attorneys' fees and expenses in any review of or appeal from any such action. All such amounts will become a part of the secured indebtedness as Additional Loan Principal and will be payable as provided in this Deed of Trust and the Agreement.

18 Substitute Trustee.

You may, at your option, from time to time appoint a successor trustee to any Trustee appointed under this Security Instrument by an instrument executed and acknowledged by you and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee in this Security Instrument and by applicable law. This procedure for substitution of trustee will govern to the exclusion of all other provisions for substitution, except to the extent applicable law requires otherwise.

19 Remedies Cumulative.

All of your remedies under this Security Instrument are cumulative to any other right or remedy under this Security Instrument or the Agreement, or which is afforded by law or equity, and may be exercised concurrently, independently or successively.

20 Arbitration.

Any controversy or claim arising out of or relating to this Security Instrument, the Agreement or any other document relating to the Account, the breach of any of them or the default under any of them, other than an action or proceeding to foreclose on the Property pursuant to this Security Instrument, will be settled by binding arbitration under the jurisdiction of the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration will be conducted in the county in which the Property is located, unless you and I agree in writing on a different location. Judgment upon any award rendered by the arbitrator may be entered in any appropriate court. Such arbitration may not, however, without your consent, delay or adversely affect your ability to exercise any of the remedies available to you under this Security Instrument or the Agreement. Your pursuit of such remedies will not constitute a waiver by you of your rights to submit any controversy or claim to arbitration. No arbitration conducted hereunder shall be consolidated or combined with any other arbitration absent Lender's express written consent.

Notwithstanding anything that may be contained in this Section to the contrary, this Section does not limit your right to foreclose against the Property (whether judicially or non-judicially by exercising your right of sale or otherwise), to exercise self-help remedies such as set-off, or to obtain injunctive relief for the appointment of a receiver from any appropriate court, whether before, during or after any arbitration.

21 Request for Notices.

I request that a copy of any notice of default and a copy of any notice of sale thereunder be mailed to me at my address, which is the Property Address.

22 Loan Advances.

This Security Instrument secures future advances. All advances and indebtedness arising and accruing from time to time under the Agreement or under this Security Instrument shall be secured by this Security Instrument. Advances shall be made and indebtedness shall be incurred from time to time on and after the date of this Security Instrument under the Agreement, but each such advance or indebtedness shall be secured by this Security Instrument and have priority as if made on the date of this Security Instrument.

23 Counterpart Execution.

This Security Instrument may be executed by one or more of the parties hereto on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same document. One set of the copies of this Security Instrument signed by all the parties shall be submitted for recordation.

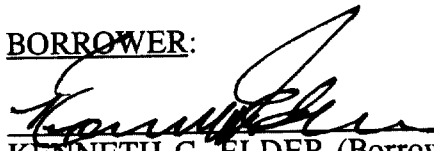
24 Riders to this Security Instrument.

If I execute one or more riders and they are recorded together with this Security Instrument, the warranties and agreements of each such rider shall be incorporated into and shall amend and supplement the warranties and agreements of this Security Instrument as if the rider(s) were part of this Security Instrument. [Check applicable box(es)]:

☐	Condominium Rider	☒	PUD Rider
☐	1-4 Family Rider	☐	Other:

BY SIGNING BELOW, I hereby accept and agree to the terms and agreements contained in this Security Instrument and in any rider(s) I execute and which are recorded with it.

BORROWER:


KENNETH C. ELDER (Borrower)

6/18/2004
Date

to Dornach, Scotland to
~~STATE OF OREGON~~

WSS.
COUNTY OF ~~KLAMATH~~ SUTHERLAND to

This instrument is acknowledged before me this 18th day of June,
2004, by KENNETH C. ELDER.

H. J. DW Right

Notary Public ~~for Oregon~~ to
My Commission expires: —

Legal description of property:

LOT 127 RUNNING Y RESORT, PHASE 2, ACCORDING TO THE OFFICIAL PLAT
THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY,
OREGON. APN NO: 881285



Borrower's Initials

Borrower's Initials

PLANNED UNIT DEVELOPMENT RIDER

43185

DATE: JUNE 18, 2004

LOAN NO: 4701125

THIS PLANNED UNIT DEVELOPMENT RIDER is made on **JUNE 18, 2004**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Open-End Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned ("Borrower") to secure Borrower's Cash AccountSM Adjustable Rate Reverse Mortgage Loan Account Disclosure Statement and Agreement (referred to herein as the "Loan Agreement")(unless the context indicates otherwise, the terms "Borrower", "I", "we", "us", "me", "mine" and "our" refer collectively to all Borrowers under this Security Instrument) to Financial Freedom Senior Funding Corporation, a Subsidiary of Lehman Brothers Bank, FSB ("Lender") (unless the context indicates otherwise, the terms "Lender", "you" and "your" refer to Financial Freedom Senior Funding Corporation, a Subsidiary of Lehman Brothers Bank, FSB), dated the same date as this Condominium Rider and covering the Property described in the Security Instrument and located at: **12056 MERGANSER ROAD, KLAMATH FALLS, OREGON 97601** (the "Property Address").

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 **COVENANTS, CONDITIONS, RESTRICTIONS** (the "Declaration"). The unit is part of a planned unit development known as: **RUNNING Y RANCH RESORT** (the "PUD"). The property also includes Borrower's interest in the homeowners association or equivalent entity (the "Owners Association") owning or managing the common areas and facilities of the PUD and the uses, benefits, and proceeds of the Borrower's interest.

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

1 PUD Obligations. I will perform all of my obligations under the PUD's Constituent Documents. The "Constituent Documents" are: (i) the Declaration; (ii) articles of incorporation, trust instrument, or any equivalent document that creates the Owners Association; and (iii) any bylaws or other rules or regulations of the Owners Association. I will promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

2 Hazard Insurance. As long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project, that is satisfactory to you and that provides insurance coverage in the amounts, for the periods, and against the hazards you require, including fire and hazards included within the term "extended coverage," then my obligation under Section 3 of the Security Instrument to maintain hazard insurance coverage on the Property is considered satisfied to the extent that the required coverage is provided by the Owners Association policy.

2.1 I will give you prompt notice of any lapse in required hazard insurance coverage.

2.2 In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, I hereby assign to you any proceeds payable to me, and the same will be paid to you for application to the amounts secured by the Security Instrument and any excess will be paid to me.

3 Public Liability Insurance. I will take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to you.

4 Condemnation. I hereby assign to you the proceeds of any award or claim for damages, direct or consequential, payable to me in connection with any condemnation or other taking of all or any part of the Property or of the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation. You will apply such proceeds to the amounts secured by the Security Instrument as provided in Section 8 of the Security Instrument and any excess will be paid to me.

5 Lender's Prior Consent. I will not, except after notice to you and with your prior written consent, either partition or subdivide the Property or consent to:

5.1 the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

5.2 any amendment to any provision of the Constituent Documents if the provision affects any of your rights;

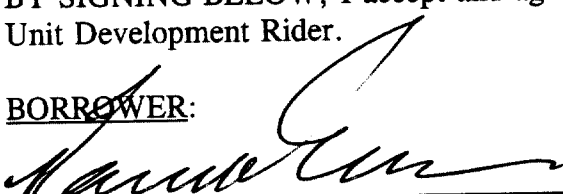
5.3 termination of professional management and assumption of self-management of the Owners Association; or

5.4 any action that would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to you.

6 Remedies. If I do not pay PUD dues and assessments when due, then you may pay them. You may, at your option: (i) add such amounts to the Principal Amount; (ii) offset such payments against any Advances payable to me under the Loan Agreement.

BY SIGNING BELOW, I accept and agree to the terms and provisions contained in this Planned Unit Development Rider.

BORROWER:


KENNETH C. ELDER (Borrower)


Date