WHEN RECORDED RETURN TO: L#09-12745 KLAMATH FIRST FEDERAL SAVINGS MTC# 14333 AND LOAN ASSOCIATION 540 MAIN KLAMATH FALLS, OREGON 97601

DEED OF TRUST

49...84.. The grantor is William Sisemore ("Trustee"). The beneficiary is KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION which is organized and existing under the laws of the United States and whose address is 540 Main, Klamath Falls, Oregon 97(0) ("lender")

Borrower owes Lender the principal sum of *** Eleven-Thousand and Six-Hundred and 00/100 s *** Dollars (US\$ 11,600.00 This debt is evidenced by B rrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments with the fall debt if not be a security Instrument ("Note"), which provides for monthly payments with the fall debt if not be a security Instrument ("Note"), which provides for monthly payments with the fall debt if not be a security Instrument ("Note"), which provides for monthly payments with the fall debt if not be a security Instrument. paid earlier, due and payable on December 10, 1994 This Security Instrument secures to Lender. (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications, (b) the payment of all other sums, with interest, ad anced 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 irresocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Klamath County, Oregon.

The easterly 125 feet of Lot 11 in Block 2 of BRYANT TRACTS NO. 2, according to the official plat thereof in the office of the County Clerk of Klamath County, Oregon.

*See Attached Adjustable Rate Loan Rider made a part herein.

which has the address of 1520 Derby Street Klamath Fails 97603 Oregon ("Property Address"): Zig Cade

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter 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 COVEN ANTS that Borrower is lawfully seised 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. Bostower a arrants 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 coven into for national use and non-uniform covenants with limited variations by jurisdiction to constitute a diiform 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 I ender, 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") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument. (b) yearly leasehold payments or ground rents on the Property, if any, (c) yearl, hazard insurance premiums, and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escross items

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the excrow items Lender may not charge for holding and applying the Funds, analyzing the account or ventying the extrem items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid or the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings 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 the sums secured by

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to this Security Instrument the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be. at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly paymer is of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due. Borrower shall pay to I ender any

amount necessary to make up the deficiency in one or more payments as required by Lender

Upon payment in full of all sums secured by this Society Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, I ender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender a, the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides of the property of the security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

paragraphs 1 and 2 shall be applied: hrst, to late charges die under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2, fourth to interest die; and last, to principal due

4. Charges; Liens. Borrower shall pay all taxes assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or at and rents, if any Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender al. notices of amounts to be paid under this paragraph. If Borrower makes these payments directly become a control of the person of the paragraph. be paid under this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish to Lender

Borrower shall prompily 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 I ender (b) contests in good faith the lien by, or defends against enforcement of the lim in legal proceedings which in the Lender's opinion operate to raith the lien by, or defends against enforcement of the him in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien agreement satisfactory to Lender subordinating the lien to this Security Instrument. If I ender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lier or take one or more of the actions set forth above within 10 days of the action of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property of the giving of notice insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The e carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which chall not be

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause unreasonably withheld. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall protortly give to I ender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

carrier and Lender. Lender may make proof of loss if no; made promp ly by Borrowel

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the ir surance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree it 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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting under paragraph 19. from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially Instrument immediately prior to the acquisition. change the Property, allow the Property to deterior ite or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the least, and if Borrower acquires fee title to the Property, the leasehold and

fee title shall not merge unless Lender agrees to the morger in writing If Borrower fails to perform the 7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a hen which has priority over this Security Instrument, appearing in court, paying reasonable a torneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so

Any amounts disbursed by Lender under this paragraph? shall become additional debt of Borrower secured by this Security Instrument. Utiless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shill be payable, with interest, upon notice from Lender to Borrower

requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or mor to an inspection specifying reasonable cause for the inspection

9. Condemnation. 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, are hereby

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by 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 fair market value of the Property immediately before the taking. Any balance shall be

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 restoration or repair of the Property or

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 I and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver.

Extension of the time for payment or Instrument of the lander to any successor in 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 successor 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 burks original Borrower or Borrower's successor in interest. payment or otherwise monthly amortization of the sums secured by the original Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy

11. Successors and Assigns Bound; Joint and Several Lisbility; 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. Berrower'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 cume secured by this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument; and (e) 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

12. 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 permittee 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 exceeded 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

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unemforceable according to its terms. Lender, at its option, may require immediate payment in full of all sims secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises it is option. Lender shall take the steps specified in the second paragraph of

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 of 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

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

1.6. Borrower's Copy. Borrower shall be given one conformed 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 consert. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument

If Lender exercises this option, I ender 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 most pay all sams secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. It is do may it voke any remedies permitted by this Security Instrument without further notice or demand on Borrower

18. Borrower's Right to Reinstate. 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) 5 days for 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 (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration coccurred. (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable atto neys fees, and (d) takes such action as Lender may security pristrument, memoring, our not minica to, reasonably negative to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 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 sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration 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 19, 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, without demand on Borrower, 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 all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying 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.

- 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property. Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's feet prantime on receiver's bonds and recombinations and the cost of the property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys, fees, and then to the sums secured by
- 21. Reconveyance. 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 and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs
- 22. 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
 - 23. Use of Property. The Property is not currently used for agricultural, timber or grazing purp >>
- 24. Attorneys' Fees, As used in this Security Instrument and in the Note, "attorneys' fees shall include any aftorneys' fees awarded by an appellate court.
- 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)]

XX Adjustable Rate Rider Graduated Payment Rider	Condominium Rider Planned Unit Development Rider	2-4 Family Rider
Other(s) [specify] BY SIGNING BELOW. Borrower acconstrument and in any inder(s) executed by Be	epts and agrees to the terms and coverants rrower and recorded with it	11 \
	Adams Llu Foxanne Huck	
Jak.	ce Below This Line For Acknowledgment)	and a second displacement and the second of
STATE OF OREGON		
COUNTY OF KLAMATH		
	.<	

The foregoing instrument was acknowledged before me this DEC & 1984 Dirline J. Tucho

(person(s) acknowledging)

My Commission expires: 6-16-88

Dartin June

ADJUSTABLE RATE LOAN RIDER

20424

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this 5 day of De	ecember to our
ment") of the same date given by the undersigned (t	eciamber
(the "Lender") of the	d covering the property described in the Security Instrument and
	Property Address
Modifications In addition	
Lender further covenant and agree as follows: A. INTEREST RATE AND MONTHLY PAYME	and agreements made in the Security Instrument, Borrower and
day of the month beginning Marie 11	NT CHANGES 1. The Note interest rate may be increased or decreased on the
· + 2 months thereafter	and on that day of the month every
(1) 28 "Contract Interest Page Death	nge: in an interest rate index called the "Index". The Index is the:
(2) □•	
***************************************	Changes un the interest case and the Cl
[Check one box to indicate whether there is any	**************************************
be no maximum limit on changes.]	the estrate on each Change Date, if no box is checked there will
*see below(2) The interest rate cannot be changed by If the interest rate changes, the amount of Borro	s in the interest rate at any Change Date.
If the interest rate changes, the amount of Borro	wer's monthly payments will change as provided in the Note. In-
creases in the interest rate will result in higher payme	this Decreases in the interest rate will result in lower payments.
B. LOAN CHARGES	the interest rate will result in lower payments.
and that law is interpreted as it is a secured by the Security	Instrument is subject to a law which sets maximum loan charges
loan would exceed paragraph of that the interest or othe	r loan charges collected or to be collected in connection with the
necessary to reduce the charge to the permitted to	t loan charges collected or to be collected in connection with the then: (A) any such loan charge shall be reduced by the amount
ed permitted limits will be refunded to Possesson	by any sums arready confected from Borrower which exceed-
owed under the Note or by making a direct naumen	and B) any sums already collected from Borrower which exceed- ende: may choose to make this refund by reducing the principal
C. PRIOR LIENS	is bollower.
which has priority over this Samuel.	sums secured by this Security Instrument are subject to a lien
shall promptly act with regard to that tier	sums secured by this Security Instrument are subject to a lien der nay send Borrower a notice identifying that lien. Borrower
secure an agreement in a form satisfactory of	ed it paragraph 4 of the Security Instrument or shall promptly
D. TRANSPER OF THE PROPERTY	security instrument.
If there is a transfer of the Property	
an increase in the current Note interest rate, or (2) an i	aragraph 17 of the Security Instrument, Lender may require (1) necrease in (or removal of) the limit on the amount of any one in-
terest rate change (if there is a limit), or (3) a change in	the Base India 5
waiving the option to accelerate provided in paragra	oh 17
By signing this, Borrower agrees to all of the ab	ove.
THE THE PERSON AND TH	
of plus or minus three (+/- 3.00) Pe	rcentage points.
	\sim
	Grand Late Huck (Scal)
	Gregory Dyle Huck -Borrower
	Royanno Much (Seal)
	Roxanne Huck (Scal)
	-Вопоче
STATE OF OREGON: CCUNTY OF KLAMATH:s	
I hereby certify that the within ins	A.D., 1934 at 132 o'clock F M, ofor page 2,420
and duly recorded in Vol	o'clock M,
)	on page 25420
	EVELYN BIEHN, COUNTY CLERK
Fee: \$ 21.00	
	by: fam dm. th, Deput