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WHEN RECORDED RETURN TO: WHEN RECORDED RETURN TO: L# 09-12742
KLAMATH FIRST FEDERAL SAVINGS MTC# 14261 AND LOAN ASSOCIATION 540 MAIN KLAMATH FALLS, OREGON 97601

- [Space Above This line For Recording Data] -

DEED OF TRUST

William Sisemore
KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

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under the laws of the United States and whose address to Borrower and I be derived and ensure Borrower and I be derived and ensure and whose address to Borrower and I be derived and ensure and I be derived and I be deriv

secures to Lender. (a) the repayment of the dobt evidenced by the Note, with interest, and all renewals, extensions and modifications (b) the payment of all other sums, with interest, advanced under paragraph 71 for factific security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and (c) the performance of Borrower's covenants and agreements under this Security Instrument

The NEW SEW SEW and the EW NWW SEW SEW of Section 29, Township 39 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon. EKCEPTING THEREFROM a strip of land 30 feet wide off the most Northerly portion lying West of the County Road.

TOGETHER WITH: 1934 Mobile Home Unit, Golden West, Sunnybrook

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

Oregon 97623

..... ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected or the property, and all easements, 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 COVENANTS 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. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property

OREGON—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3038 12/83

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.

the principal of and interest on the deof evidenced by the Note and any prepayment and fate energes due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") 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) yearly hazard insurance premiums and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Lurds due on the basic of current data and reasonable estimate of futures are called "escrow items." basis of current data and reasonable estimates of future escrow items

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or The Funds shall be held in an institution the deposits of accounts of which are insured of guaranteed by a federal state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrew items, state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrew items, unless Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrew 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 on the Funds. Unless an agreement is made or applicable law Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law. Lender may agree in writing that interest shall be paid on 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 earnings 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 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 this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to 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 payments 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 Lender 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 Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or accoursed by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

application as a credit against the sums secured by this Security Instrument. 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note, second, to prepayment charges due under the

Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal die

Note; third, to amounts payable under paragraph 2; fourth, to interest due; 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 ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall pray them on time directly to the person owed payment. Borrower shall premptly furnish to Lender all notices of amounts pay them on time directly to the person owed payment. Borrower shall premptly furnish to Lender to be mild under this paragraph. If Borrower makes these nayments directly. Borrower shall promptly furnish to Lender to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender

Betrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) receipts evidencing the payments. agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender. (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's or men 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 an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender 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 lien or take one or more of the actions set forth above within 10 days

of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property 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 insurance carrier providing the insurance shall be about the Research to Lender to Lender the historical providing the insurance shall be about the Research to Lender to Lender the historical parties. insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender 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 not made promptly by Borrower. 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 insurance 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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend 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 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 from damage to the Property prior to the acquisition shall pass to I and a to the Property prior to the acquisition shall pass to I and a to the Property prior to the acquisition shall pass to I and a to the Property prior to the acquisition shall pass to I and a to the Property prior to the acquisition shall pass to I and a to the acquisition shall pass to I and a to the Property prior to the acquisition shall pass to I and a to the Property prior to the acquisition shall pass to I and a to the Property prior to the acquisition shall pass to I and a to the Property prior to the acquisition shall pass to I and a to the Property prior to the acquisition shall pass to I and a to the Property prior to the acquisition shall pass to I and a to the Property prior to the acquisition shall pass to I and a to the Property prior to the acquisition shall pass to I and a to the Property prior to the acquisition shall pass to I and a to the property prior to the acquisition shall pass to I and a to the property prior to the acquisition shall pass to I and a to the property prior to the acquisition shall pass to I and a to the property prior to the acquisition shall pass to I and a to the property prior to the acquisition shall pass to I and a to the property prior to the acquisition shall pass to I and a to the property prior to the acquisition shall pass to I and a to the property prior to the acquisition shall pass to I and a to the property prior to the acquisition shall pass to I and a to the property prior to the acquisition shall pass to I and a to the property prior to the acquisition shall pass to I and a to the property prior to the acquisition shall pass to I and a to the property prior to the acquisition shall pass to I and a to the property prior to the acquisition shall pass to I and a to I and 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 deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

Borrower shall comply with the provisions of the lease, and it borrower acquires to the conditions of the lease to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect the Lender's rights in the Property (such as a proceeding in bankruptey, probate, for condemnation or to enforce laws or Lender's rights in the Property (such as a proceeding in bankruptey, probate, for condemnation or to enforce laws or Lender's rights and Lender's rights are the lander may decord not be property to protect the value of the Property and Lender's rights regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Department of a stione may include a wing any sums coursed by a lient which his present cover the Courses. in the Property. Lender may defauld 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 attorneys' 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 7 st all become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of dishursement at the Note rate and shall 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, Hender required morrgage insurance as a condition of making the form 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 apparent as the requirement of the insurance terminates and the insurance terminates are the in porrower snall pay the premiums required to maintain the insurance in effect until such time as the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make represent the property of the property o

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property Lender is a Borrower profit of the Property Lender is a Borrower portion at the time of or prior to an inspection second to a reasonable entries.

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

The property of the property of the forest or density of content or consequences. 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with 7. Concennation. The process of any award of cramitor damages, three 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 assigned and shall be mid to I and are

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security.

The the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security. 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, and the sum of th 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 amount of the amount of the amount 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 Proposition and stale hefore the taking, divided by (b) the fair market value of the Proposition and stale hefore the taking. the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking. Any balance shall be before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to an award or settless claim for dismans. Borrower field to a good for Lender within 30 days offer the data the notice is If the Property is abandoned by Borrower, or it, after nonce by Lender to Dortower that the concention check 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 apoly the property of paid to Borrower.

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 to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or Unless Lender and Borrower otherwise agree in writing. The paragraphs I and 2 or change the amount of such payments of the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the time for payment or postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payment or postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payment or postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payment or postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments are proceeds to principal shall not extend on the proceeds to principal shall n

19. Borrower Not Released; Ferbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Regrouper shall not operate to release the liability of the original Regrouper of Regrouper shall not operate to release the liability of the original Regrouper of Regrouper shall not operate to release the liability of the original Regrouper of Regrouper shall not operate to release the liability of the original Regrouper of Regrouper shall not operate to release the liability of the original Regrouper of Regrouper of Regrouper shall not operate to release the liability of the original Regrouper of R modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Berrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. I ender shall not be required to command proceedings against any successor in interest or radius to command the control of t interest of Borrower shall not operate to release the nability of the original Borrower of Borrower's successors in interest.

Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for any proceedings against any successor in interest or refuse to extend time for a successor of the sum o 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 payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made payment or otherwise modify amortization of the sums secured by the security Instrument by reason of the sum of payment or otherwise mounty amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy that not be a unit and for remarks that not be a unit and for remarks that not be a unit and for remarks.

or be a waiver of or preclude the exercise of any fight or remou).

11. Successors and Assigns Bound; Joint and Several Liability: Co-signers. The covenants and agreements of entire successors and Assigns Bound; Joint and Several Liability: Co-signers.

The covenants and agreements of the Successors and assigns of Lender and Rarrawar substant to the provisions curity Instrument shall bind and benefit the successors and assigns of Lender and Rarrawar substant to the provisions. 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The Coremans and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower's covenants and agreements shall be joint and several. shall not be a waiver of or preclude the exercise of any right or remedy. this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provision of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument only to morrosom, around any several constraints that does not execute the Note: (a) is co-significantly instrument only to morrosom, around constant. or paragraph 17, norrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey Instrument but does not execute the Note: (a) is co-signing this Security Instrument: (b) is not personally obligated to not that Borrower's interest in the Property under the terms of this Security Instrument: (b) is not personally obligated to not Instrument out 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 that Borrower's interest in the Property under the terms of this Security Instrument; and (a) across that Landar and any other Rorrower may gaze to extend the same secured by this Security Instrument, and (a) across that Landar and any other Rorrower may gaze to extend that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

12. Loan Charges. If the loan secured by this occurity 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 charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in charges, and that law is many interpreted so that the interest or other loan charges confected or to be confected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount processary to reduce the charge to the permitted limits and the angle of the charge to the charge to the permitted limits and the angle of the charge to the charge to the permitted limits and the angle of the charge to the permitted limits and the angle of the charge to the permitted limits and the angle of the charge to the permitted limits and the angle of the charge to the permitted limits and the angle of the charge to the permitted limits and the angle of the charge to the permitted limits and the angle of the charge to the permitted limits. connection with the loan exceed the permitted limits, then: (a) any such loan energy 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 necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to the permitted limit and the permitted limit is already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit is already collected from Borrower which exceeded necessary to the permitted limit is already collected from Borrower which exceeded necessary to the permitted limit is already collected from Borrower which exceeded necessary to the permitted limit is already collected from Borrower which exceeded necessary to the permitted limit is alread that Borrower's consent. 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. The refund reduces principal, the reduction will be treated as a funder the Note or by making a direct payment to Borrower.

permitted limits will be refunded to Borrower. Lender may choose to make this refund by requeing 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 portial prepayment without any prepayment charge under the Note. If enactment or expiration of applicable laws has the effect of 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 unenforceable according to its terms. Lender, at its option, remaining any provision of the Note or this Security Instrument unenforceable according to its terms. Lender, at its option, and require immediate payment in full of all some secured by this Security Instrument and max in obe any remaining the security Instrument and max in obe any remaining the security Instrument and max in obe any remaining the security Instrument and max in obe any remaining the security Instrument and max in obe any remaining the security Instrument and max in obe any remaining the security Instrument and max in observable according to its terms. partial prepayment without any prepayment charge under the Note. rendering any provision of the Note or this Security Instrument unenforceable according to its terms. Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies payment in full of all sums secured by this Security Instrument and may invoke any remedies of payment in full of all sums secured by this Security Instrument and may invoke any remedies of payment in full of all sums secured by this Security Instrument and may invoke any remedies of the payment in full of all sums secured by this Security Instrument and may invoke any remedies of the payment in full of all sums secured by this Security Instrument and may invoke any remedies of the payment in full of all sums secured by this Security Instrument and may invoke any remedies of the payment in full of all sums secured by this Security Instrument and may invoke any remedies of the payment in full of all sums secured by this Security Instrument and may invoke any remedies of the payment in full of all sums secured by this Security Instrument and may invoke any remedies of the payment in full of all sums secured by this Security Instrument and may invoke any remedies of the payment in full of all sums secured by this Security Instrument and may invoke any remedies of the payment in full of all sums secured by the payment in full of all sums secured by the payment in full of all sums secured by the payment in full of all sums secured by the payment in full of all sums secured by the payment in full of all sums secured by the payment in full of all sums secured by the payment in full of all sums secured by the payment in full of all sums secured by the payment in full of all sums secured by the payment in full of all sums secured by the payment in full of all sums secured by the payment in full of all sums secured by the payment in full of all sums secured by the payment in full of all sums secured by the payment in full of all sums secured by the payment in full of all sums secured by may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

aph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by a little of the notice chall be demand to the girls by first place mail induce mediants. The notice chall be demand to the 14. Notices. Any notice to Borrower provided for in this security instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Rorrower decignates by various to Lender that Lender that the decign by maning it by first class mail unless applicable law requires use of another method. The notice shall be given by Property Address or any other address Borrower designates by notice to Lender. Any notice to I ender shall be given by first class mail to Lender's address stated herein or any other address I ender discussions by notice to Lender's address stated herein or any other address I ender discussions by notice to Lender's address stated herein or any other address I ender discussions by notice to Lender's address stated herein or any other address I ender discussions by notice to Lender's address stated herein or any other address I ender discussions by notice to Lender's address stated herein or any other address. Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender Snan occurrency first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument chall be deemed to have been given to Borrower or Lender's here as an accordance provided for in this Security Instrument chall be deemed to have been given to Borrower or Lender's here as an accordance provided for in this Security Instrument chall be deemed to have been given to Borrower or Lender's here as a security Instrument chall be deemed to have been given to Borrower or Lender's here as a security Instrument chall be deemed to have been given to Borrower or Lender's here as a security Instrument chall be deemed to have been given to Borrower or Lender's here as a security Instrument chall be deemed to have been given to Borrower or Lender's here as a security Instrument chall be deemed to have been given to Borrower or Lender's here as a security Instrument chall be deemed to have been given to Borrower or Lender's here as a security Instrument chall be deemed to have been given to Borrower or Lender's here as a security Instrument chall be deemed to have been given to Borrower or Lender's here as a security Instrument chall be deemed to have been given to Borrower or Lender's here as a security Instrument chall be deemed to have been given to Borrower or Lender's here as a security Instrument chall be deemed to have been given to Borrower or Lender's here as a security Instrument chall be deemed to have been given to Borrower or Lender's here as a security of the Borrower or Borrower paragraph 17. first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Ally 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.

provided for in this Security Instrument snan or userned to have even greated by federal law and the law of the in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note commets with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are destarted to be expectable.

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

Toggefor of the Deposity of a Republical Interest in Representation of the Deposity of the Depos 16. 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 for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural interest in it is sold or transferred for if a beneficial interest in Borrower is sold or transferred in full of all sums in the borrower in the property of the property of the Property or any interest in the property of the Property or any interest in the property of the Property or any interest in the property of the Property or any interest in th interest in it is sold or transferred for if a beneficial interest in norrower is sold or transferred and Borrower is not a natural person.) Without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums person.) Without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums persons by the Sacurette Instrument. However, this option shall not be exercised by Lender if exercise is probabilitied by person) without Lender's prior written consent, 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 fullered by a coffine data of the data of the committee terminal. Haw as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period if Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period for Lender exercises this option. Lender shall give Borrower notice of acceleration. The notice shall provide a period less than 30 days from the date the notice is delivered as modely within which Borrower model on the date of the notice is delivered.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fulls to by those sums prior to the expiration of the notice is delivered or mailed within which Borrower fulls to by or not sess man so days from the date the notice is delivered or mailed within which horrower must pay an smoosecured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. I ender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower. federal law as of the date of this Security Instrument.

remedies permitted by this Security Instrument without further notice or demand on Borrower.

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remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower theets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earther of (a) S days for such other period as enforcement of this Security Instrument discontinued at any time prior to the earther of (a) S days for such other period as enforcement of this Security Instrument Discontinued at any time prior to the earther of (a) S days for such other period as enforcement of this Security Instrument. These conditions are that Borrower, Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. applicable law may specify for reinstatement) refore sale of the Property parsuant to any power of sale contained in this Security Instrument. Those conditions are that Borrower Security Instrument, or (b) entry of a judgment enforcing this Security Instrument and the Note had no appeter that (a) pass I ender all same which then would be due under this Security Instrument and the Note had no appeter than 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 of pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration of any other research to a present the security Instrument and the Note had no acceleration of any other research to a present the security Instrument. (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (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 attorneys fees, and (d) takes such action as Lender may Security Instrument, including, but not limited to, reasonable attorneys fees, and (d) takes such action as Borrower's Security Instrument, Lender's rights in the Property and Borrower's tassonably require to assure that the lien of this Security Instrument shall continue unchanged. Upon reinstatement by obligation to pay the sums secured by this Security Instrument shall remain fully effective as if no acceleration had Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration 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 become this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had become of acceleration under partial part of the case of acceleration under partial par ENTITIONERS IN SECURITY ANSITUMENT and the configutions secured nereby shall remain fully effective as it not acceptable. 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:

i9. 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

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 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 purposes

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

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)] X Adjustable Rate Rider

Condominium Rider

Graduated Payment Rider Other(s) [specify]	Condominium Rider Planned Unit Development Rider	2-4 Family Rider
	Albert M. Scott, Jr	
	Rita F. Scott pace Below This Line for Alknowledgment!	er e
STATE OF OREGON COUNTY OF KLAMATH		
The foregoing instrument was acknowled	ged before me this POULMEGE	2672', 1934
byCERHOLD A PA	(da (personic) acknowledging)	
My Commission expires: 4/24/95	Lual ji	(SEAL)
	No.	The transfer of the transfer o

This instrument was prepared by KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

L# 09-12742

ADJUSTABLE RATE LOAN RIDER

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	THE WILL RESULT IN LOWER PAYMENTS.
be deemed to amount this day of No.	Yember
ment") of the same day and supplement the Mortgage.	Deed of Trust, or Deed to Secure Debt (the "Security Instru- "Borrower") to secure Borrower's Note to
KLAMATH FIRST PROPERTY by the undersigned (the	"Borrower") to secure Borrower's Note to covering the property described in the Security.
the "Londard Control of the ALS VINGS ALD LOAN AS	SOLIATION
located as Dt the same date (the "Note") and	Covering all
located at Re I , Box 25 Bonanza,	SOCIATION covering the property described in the Security Instrument and Oregon 97623 Property Address
	Property Address
Modifications In addition	d agreements made in the Security Instrument, Borrower and
Lender further covenant and agree as follows:	d agreements made in the G
A. INTEREST DATE AND Magree as follows:	made in the Security Instrument, Borrower and
The Name of the State of the St	T CUANCEO
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Types of Lenders" published by the Federal Home Lo	Previously Occupied Homes, National Average Communication
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be no maximum limit on changes.	hanges in the interest rate on each Change Date; if no box is checked there will
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B. IOAN CHADONS	S. Decreases in all a state of the Note In.
If could be there is	in lower payments
and that law is interpreted so that the interest or other to	strument is subject to a law which sets maximum loan charges oan charges collected or to be collected in connection with the
foan would exceed permitted limits. If this is the core of	pan charges collected or to be collected in connection with the nen: (A) any such loan charge shall be reduced by the amount (B) any sums already collected from Region and
necessary to reduce the charge to the permitted time.	ien: (A) any such loan charge shall be and the such the
ed permitted limits will be refunded to Rosson as I	1 (B) any sums already collected from Received by the amount
owed under the Note or by making a direct new	nen: (A) any such loan charge shall be reduced by the amount of (B) any sums already collected from Borrower which exceeder may choose to make this refund by reduced by
C. PRIOR TIENS	Borrouge Dringing
If Lendan days	
which has priority over this Security Instrument. I and	ms secured by this Security Instrument are subject to a lien may send Borrower a notice identifying that I en. Borrower n paragraph 4 of the Security Instrument
mall promptly act with regard to that lien as provided	may send Borrower a notice identifying that You is
tecure an agreement in a form satisfactory to Lander	may send Borrower a notice identifying that len. Borrower n paragraph 4 of the Security Instrument or shall promptly bordinating that lien to this Security Instrument.
secure an agreement in a form satisfactory to Lender su D. TRANSFER OF THE PROPERTY If there is a transfer of the Property	bordinating that lien to this Security Instrument
If there is a transfer of the Property subject to possess	graph 17 of the Security Instrument, Lender may require (1)
an increase in the current Note interest rate, or (2) an increase	graph 17 of the Security Instrument, Lender may require (1) case in (or removal of) the limit on the amount of any one in-
totest rate change (if there is a limit), or (3) a change in the	rase in (or removal of) the limit on the amount of any
waiving the option to accelerate provided in paragraph	raph 17 of the Security Instrument, Lender may require (1) case in (or removal of) the limit on the amount of any one in- Base Index figure, or all of these, as a condition of Lender's
By signing this, Borrower agrees to all of the above.	7. Lender's
with a limit on the interest rate again	•
*With a limit on the interest rate adjust of plus or minus three (+/- 3.00) Ferce	stments during the life of the loss
, 2:00) Ferce	entage points.
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	Cott
	Albert M. Scott, Jr. (Scal)
	- Korrower
	Rita F. Scott (Seal)
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