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DEED OF TRUST

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716

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION ("Trustee"). The beneficiary is inder the laws of The United States of Americ Cand where address in E40. Moin States of Americ Cand where address in E40. Moin States of Americ Cand where address in E40. under the laws of The. United. States. of Americaand whose address is .540. Main. Street, Klamath Falls, Oregon Borrower owes Lender the principal sum of Twenty. Four Thousand Three Hundred...and. No/100** dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications: (b) the navment of all other sums with interest, advanced under paragraph 7 to protect the security of the s secures to Lender: (a) the repayment of the dept evidenced by the inote, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument and (a) the participance of Porceiver's advanced and compares under this Security Instrument and modulications; (0) the payment of all other sums, with interest, advanced under paragraph / 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. Derevite transport and continue to Trustee in the output to the following the foll Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in <u>Klamath</u>. County, Oregon: Block 14, NORTH KLAMATH FALLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon. Maxing junitaness inflation and states in the object of the second

See Attached Adjustable Rate Loan Rider, made, a part herein. See: Attached Adjustable Rate Loan Rider made a part herein. This instrument is being recorded as an examined as to validity sufficiency or effect it may have upon the berein described property. This courtesy recording has been requested of ASPEN TITLE & ESCROW. INC.

which has the address of <u>ll7 Lowell Street</u>, <u>Klamath Falls</u>, Oregon <u>97.6.01</u> [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, Toyalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All epideemonts and edditions shall also be covered by this Security Instrument. All of the apportenances, rems, royanies, inneral, on and gas rights and proms, water rights and stock and an instures 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 or the "Departy". 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 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.

tentral and set of the second in the constitute a uniter in security instrument cov 1. A shared we be implicit and statisfies the second s OREGON-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT Bottomar and Control to allow all all as an arrivance 出现 A SAM YOUTLE

[City]



OBE COM States, 2000 - Many renersed indiversity in 2.500 and and agree as follows: UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: Dringing and Interest: Prenayment and Late Charges. Borr 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due L. Fayment or Frincipal and Interest; Frepayment and Late Charges. Dorrower shall promptly pay when of 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 Lender, Borrower shall pay 4. Funds for Laxes and insurance. Subject to applicable law of 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 leacehold navments or around rente on the Property if any: (c) yearly haved insurance premiums and (d) yearly one-twellth ol: (a) yearly taxes and assessments which may attain priority over this becurity this unicit; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortages insurance premiume if any. These items are called "secrow items" Lender may estimate the Funds due on the

neasenoid payments or ground rents on the property, n any; (c) yearly 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 escrow items. Terrent 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 renew (including Londor if Londor is such an institution). Londor shall apply the Funds to pay the scrow items

state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. state agency (including Lender if Lender is such an institution). Lender shall apply the runds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless I and a pays Reproduct to the Funds and applicable law parmits I ender to make such a charge Borrower and Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow 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 requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender 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 application of the Funds chowing 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 Funds are pledeed as additional security for the sums secured by

shall give to borrower, without charge, an annual accounting of the runos showing creats and deous to the runos and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by the Security Instrument If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to detect the accrow items, shall arread the amount required to pay the scored items when due, the arress shall be

It 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 Funde held by Lender is not sufficient to pay the escrow items when due. Borrower shall pay to Lender any anount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any 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 acquired 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

any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property of its acquisition by Lender, any Funds held by Lender shall apply, no later 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 to late charges due under the Note: second to prepayment charges due under the

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 apply the under paragraph 2 fourth to interact due and last to principal due. 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. Rorrower shall now these obligations in the manner provided in paragraph 2 or if not paid in that manner Borrower shall

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 promotive foreight to the person owed payment. borrower snall pay these obligations in the manner provided in paragraph 2, or it not paid in that manner, borrower snall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be not under this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish to Lender all notices of amounts to be not under this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish to Lender all notices of amounts to be not under this paragraph. pay them on time directly to the person owed payment. Borrower shall promptly turnish to Lender an notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) in writing to the payment of the obligation secured by the lien in a manner security lies to London (b) contacts in soci 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 local proceedings which in the Lender; (b) contests in good agrees in writing to the payment of the obligation secured by the nen in a manner acceptable to Lender; (U) contents in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to be used of the lien prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an arrest esticization to I ender subordinating the lien to this Security Instrument. If I ender determines that any part of agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Departy is subject to a lien which more attain priority over this Security Instrument. If Lender determines that any part of agreement satisfactory to Lender suboromating 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 of more of the actions set forth above within 10 days

notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days

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 unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. An insurance poncies and renewals snall be acceptable to Lender and snall 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 requires the include the include to the

Lenger shall have the right to note the poncies and renewals. If Lenger requires, Dorrower shall promptly give to Lenger 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 proot of loss it 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

Testoration 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 sume secured by this Security Instrument, whether or not then due. The 30-day period will begin the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin

the nouce is given. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or the due date of the monthly nourmants referred to in paragraphs 1 and 2 or change the amount of the payments. If Dilicss 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

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of 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 demonstrative the Report of the sume secured by this Security. 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 the Departy to detailorate or commit waste. If this Security Instrument is on a leasehold

b. Preservation and Wightenance of Property; Leasenolds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall not merge unless Lender agrees to the merger in writing 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 Tender's rights in the Droperty (such as a proceeding in bankruptor probate for condemnation or to enforce laws or Covenants and agreements contained in this becurity instrument, or there is a legal proceeding that they significantly allect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or resultations) then t and a more than the property and pay for whatever is proceeding 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 Property Lender's actions may include naving any sume secured by a lien which has priority over this Security. regulations), then Lender may do and pay for whatever is necessary to protect the value of the rioperty and Lender's tights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument appearing in court paying reasonable attorneys' fees and entering on the Property to make repairs. Although In the rioperty. Lenger 5 actions may include paying any sums secured by a nen which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Vender may take action under this paragraph 7. Lender does not have to do so

Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this "Instrument Unless Borrower and Londer array to other terms of manual theory is the shall be interest from Any amounts usoursed by Lender under this paragraph / shall 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 disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower. the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

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

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shall give Borrower notice at the time of or prior 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 assigned and shall be naid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security ment whether or not then due with any process paid to Borrower. In the event of a partial taking of the Property In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security. Instrument, whether of 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 sume secured by this Security Instrument shall be reduced by

unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the presende multiplied by the following fraction (a) the total amount of the sums secured immediately. 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 If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to an award or settle a claim for damages. Borrower fails to remond to I ander within 30 days after the data the notice is

make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is mixen. I ender is sutherized to collect and apply the proceede at its option, sither to restoration of the Department of the proceeder at its option, sither to restoration of the Department of the proceeder at its option, sither to restoration of the Department of the proceeder at its option, sither to restoration of the Department of the proceeder of the make an award or settle a claim for damages, Borrower fails to respond to Lender within 50 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 due Unless Lender and Borrower otherwise agree in writing; any application of proceeds to principal shall not extend or no the due date of the monthly payments referred to in programmer 1 and 2 or choose the second of the monthly payments referred to in programmer 1 and 2 or choose the second of the monthly payments referred to in programmer 1 and 2 or choose the second to in programmer 1 and 2 or choose to in programmer 1 and 2 or choose to in programmer 1 and 2 or choose to pro

Postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. 10 Rorrower Not Deleged. Forbearance Ry Lender Not a Waiver Extension of the time for payment or 10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or 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's successors in interest interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors 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 by the original Rorower's successors in interest. Any forbearance by Lender in everyising any right or remedy by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy

tot be a waiver of or preclude the exercise of any right or remeay. 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of any interview of the successors and agreements of the successors and agreements of the successors of the

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 who co-signs this Security Instrument but does not evenute the Note: (a) is an element 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 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 sume secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend that bollower's interest in the rroperty under the terms of this Security instrument; (D) 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 to the sum and to the terms of this Security Instrument or the Note without modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Rorrower's consent

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 permitted limits, then: (a) any such loan charge shall be reduced by the amount to reduce the charges 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 such to an 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 mannitted limits will be refunded to Borrower. I and a may choose to make this refund by reducing the principal owed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed

permitted mints will be returned to porrower. Lender may choose to make this return by reducing the principal owed under the Note of by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prenaument without any prenaument charge under the Note partial prepayment without any prepayment charge under the Note. 13. Legislation Affecting Lenger'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, may require immediate navment in full of all sume cauted by this Security Instrument and may invoke any remedies may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies have been by the second narrow of the seco If enactment or expiration of applicable laws has the effect of

permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of 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 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 or any other address Lender designates by notice to Lender. Any notice to Borrower Any notice to address to Borrower Any notice to the shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Lender Shan be given by notice to Borrower. Any notice on this Council in this Council I be deemed to have been given to Borrower or Londer when given as provided

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 origin in which the Property is located. In the event that any provision or clause of this Security Instrument or 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. Note conflicts with applicable law, such conflict shall not affect other provision of clause 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 declared to be severable.

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

17. I ranster of the property of a beneficial interest in borrower. If all of any part of the property of any interest in it is sold of transferred (or if a beneficial interest in Borrower is sold of transferred and Borrower is not a natural method. To dan's prior written concert I under not of its antion require immediate payment in full of all sume 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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period are than 30 days from the date the notice is delivered or mailed within which Borrower must have all sums secured by 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 constitution of this period. London may involve and the secure by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies nermitted 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 amont of this Security Instrument discontinued at any time prior to the applier of (a) 5 days (or such other period as 15. Borrower's Right to Reinstate. If Borrower meets certain conditions, burrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as publicable have manify for minimum theorem cale of the Property number of cale contained in this

enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 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 (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) nave Lender all sums which then would be due under this Security Instrument and the Note had no security instrument and the Note had no security instrument. (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration pays render an sums which then would be due under this security instrument and the Polic had no acceleration surred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this matter that the policies but not limited to reacher the strenges' face and (d) takes such action on I and a may Occurred; (b) cures any detault of any other covenants or agreements; (c) pays an expenses incurred in chloring this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may another the line of this Security Instrument, Londer's rights in the Property and Borrower's security instrument, including, out not minica to, reasonable attorneys lees, and (0) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sume secured by this Security Instrument shall continue unchanged Upon reinstatement by reasonably require 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 to apply in the case of acceleration under paragraphs 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain july enective as it no accer occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.



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 Graduated Payment Rider Condominium Rider, 2-4 Family Rider Planned Unit Development Rider Other(s) [specify] BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. James E. Chancellor (Seal) doly Gwendolyn A. Chancellor [Space Below This Line For Acknowledgment] -La number personal trade to have the second OREGON STATE OF KLAMATH COUNTY OF James E. Chancellor and Gwendolyn A. Chancellor (date) 2 (person(s) acknowledging) My Commission expires & -16-88 Darlen Valler OFOR This instrument was prepared by Klamath . First .. Federal .. Savings .. & .. Loan .. Assn

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,

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

23. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes.

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

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

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

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

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 oreact of any covenant or agreement in this Security instrument (out not prior to acceleration under paragraphs 15 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,

power and duties conferred upon Trustee herein and by applicable law.

attorneys' fees awarded by an appellate court.

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ADJUSTABLE RATE LOAN RIDER

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

be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

Property Address

Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows: A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

Loan #11-00081

The Note has an "Initial Interest Rate" of 10...8 % The Note interest rate may be increased or decreased on the st. day of the month beginning on ... September .1...., 1986... and on that day of the month every 12.. months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: [Check one box to indicate Index.]

(1) 2* "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.

Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will

(1) There is no maximum limit on changes in the interest rate at any Change Date. (2) * * The interest rate cannot be changed by more than 1. 0.0. percentage points at any Change Date. See Note

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, 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.

C. PRIOR LIENS

Below

Control of the second se

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17. By signing this, Borrower agrees to all of the above.

** With a limit on the interest rate adjustments during the life of 3,000 percentage points.

by:

L. lund Und · · · · · (Seal) James E. Chancellor -Borrower Elip H! hance (beal) Gwendolyn A. Chancellor

EVELYN BIEHN. COUNTY CLERK

-Borrower

Μ.

, Deputy

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STATE OF OREGON: COUNTY OF KLAMATH:ss I hereby certify that the within instrument was received and filed for record on the 14th day of May A.D., 19 85 at 11:33 o'clock o'clock and duly recorded in Vol А M85 of Mortgages 7165 on page

merial and header we stated Fee: \$121.00