Vol. M 85 Page 18814

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[Space Above This Line For Recording Data] - 15 pcn #M 29388  DEED OF TRUST	307
THIS DEED OF TRUST (NO	
THIS DEED OF TRUST ("Security Instrument") is made on Novemb 19.8t The grantor is Ruby F. Eden and Victor L. Eden ("Borrower"). The trustee is Wi	per 19
("Powers") The Eden	113
KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION under the laws of The United States of America and whose odds	IIIam L. Sisemore
under the laws of The United States of America and whose address of Marineston and whose address of Marineston and Street, Klamath Falls, Oregon	, which is organized and existing
Borrows J. Main Street, Klamath Falls, Oregon	COS 15
540 Main Street, Klamath Falls, Oregon  Borrower owes Lender the principal sum of Twenty Five Thousand and N	o/100 * * *
dated the same date as this Security Instrument ("Note"), which provides for mont paid earlier, due and payable on November 10, 2015 secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest of the debt evidenced by the Note, with the note of the debt evidenced by the Note, with the note of the debt evidenced by the Note, with the note of	is debt is evidenced by Borrower's note
paid earlier, due and payable on November 10 2015	thly payments, with the full debt, if not
secures to Lender: (a) the repayment of the data and and and and and and and and and an	This Security Instrument
inounications: (b) the navment of all other arms ::1	orest, and an renewals, extensions and
Security Instrument, and (a) the	agraph / to protect the security of this
Security Instrument; and (c) the performance of Borrower's covenants and agreementhe Note. For this purpose, Borrower irrevocably grants and conveys to Trustee in	nts under this Security Instrument and
described property located in	trust, with power of sale, the following
tedan and tot 14 in Block 306, DARROW ADDITION TO THE CITY ( in and a manufacture of the county of Klamath, State of Oregon.  1. Farant taken are Borness shall be builted as the nother and the city of the county of the nother and the city of the county of the nother and the city of the city	County, Oregon:
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which has the address of1403 Mitchell Street	Klamath Falls
Oregon 97601 ("Property Address");  [Zip Code] ("Property Address");	[City]
[Zip Code]] ("Property Address");	
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appurtenances, rents, royalties, mineral; oil and gas rights and profits, water right hereafter a part of the property. All replacements and additions shall also be appured.	property, and all easements, rights,
hereafter a part of the property. All replacements and additions shall also be covered by	s and stock and all fixtures now or

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. 1. Payment of Principal and Interest, Pressioners and Laye conserve

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

Description of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payment and day monthly payment and day monthly payment.

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 ne-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 Funds due on the 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 basis of current data and reasonable estimates of future escrow 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 it Lender is such an institution). Lender snan apply the Funds to pay the escrow items, unless Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items. 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 not provide any interest to be paid. 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 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.

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 at porrower's option, either promptly repaid to porrower or credited to porrower on monthly payments of Lunds. 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 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 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

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 due.

A Charges View Barray shall say all target shall say Note; third, to amounts payable under paragraph 2; tourth, 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 pay these obligations in the manner provided in paragraph 2 and payment. Borrower shall promptly furnish to Lender all notices of amounts pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts. Borrower shall pay these obligations in the manner provided in paragraph 2, or it not paid in that manner, Borrower shall promptly furnish to Lender all 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) Borrower snall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good agrees in writing to the payment of the obligation secured by the lien in, legal proceedings which in the Lender's opinion operate to faith the lien by, or defends against enforcement of the lien are fortilized as a fortilized of the lien are receipts evidencing the payments. ratin the nen by, or defends against emorcement of the nen in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement esticifectory to I ender subordinating the lien to this Security Testamont. If I and a determine that any next of prevent the enforcement of the nen of forienture of any part of the Property; or (c) secures from the notice of the nen and agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of agreement satisfactory to Lender subordinating the sien 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 policy identifying the lien. Personne shall extist the lien at the contract of the extinct extisting the lien. the Property is subject to a nen which may attain priority over this Security Instrument, Lenger 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 civing of paties.

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 incurance shall be maintained in the amounts and for the periods that Lender requires. The insured against loss by fire, nazards 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 chall be cheesed by the characteristic providing the insurance chall be cheesed. requires insurance. This insurance snail be maintained in the amounts and for the periods that Lender requires. The 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. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender and snail include a standard mortgage clause. Lender snan have the right to note the policies and renewals. If Lender requires, Borrower snan 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 unreasonably withheld.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair 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 or the property damaged, if the restoration of 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 considered to the current security in the constant of the current security is not lessened. If the current security is not lessened in the current security is not lessened. If the current security is not lessened in the current security is not lessened. If the current security is not lessened in the current security is not lessened. If the current security is not lessened in the current security is not lessened. If the current security is not lessened in the current security is not lessened. If the current security is not lessened in the current security is not lessened. If the current security is not lessened in the current security is not lessened. If the current security is not lessened in the current security is not lessened in the current security is not lessened. If the current security is not lessened in the current security is not less than the current security is not lessened in the current security is not less than the current s restoration or repair is not economically leastone 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 appned to the sums secured by this Security instrument, whether or not then due, with any excess paid to notioner. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has porrower 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 Lenuer and norrower otherwise agree in writing, any application of proceeds to principal shall not extend of postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If posipone the que 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 acquirition shall peak to I and a to the acquirition to the acquirition shall peak to I and a to the acquirition to the acquirition shall peak to I and a to the acquirition to the acquirition shall peak to I and a to the acquire to the acquirition shall peak to I and a to the acquirition to the acquirition shall peak to I and a to the acquirition to the acquirition shall peak to I and a to the acquire to the acquired by I and a to the a under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance poincies and proceeds resulting 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 change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Instrument immediately prior to the acquisition. change the Property, allow the Property to deteriorate or commit waste. It this security instrument is on a leasened, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not marge unless I ender agree to the marger 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 I and or's rights in the Borrowti (such as a proceeding in banks unto). fee title shall not merge unless Lender agrees to the merger in writing. covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptey, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security 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' feet and entering on the Property to make repairs. Although In the Floperty. 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 Lender may take action under this payangle? I and a document to the paying reasonable attorneys' fees and entering on the Property to make repairs. Instrument, appearing in court, paying reasonable attorneys lees and entering of the Property to make toparis. Annuage 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 Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this paragraph. Technique to the paragraph of payment, these amounts shall bear interest from

Any amounts dispursed by Lender under this paragraph / snall 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

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requesting payment.

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

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or 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

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. 10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. 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 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

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 necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a

partial prepayment without any prepayment charge under the Note.

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, 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

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 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 Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

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

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 (or if a beneficial interest in Borrower 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 secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, 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 fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (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) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration (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 obligation to pay the sums secured by this Security Instrument, Lender's rights in the Property and Borrower's Borrower, this Security Instrument shall continue unchanged. Upon reinstatement by occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

19 Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's ach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and

place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. The state of the second between the second sections

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)] number and (r) the section I suger any any open a 2-4 Family Rider and Box [1] Adjustable Rate Rider and magnification Rider Research and Rider.

19 1 12 N. Mulistavic March Miles	and the first the second
Graduated Payment Rider Planned Unit Development Rider	
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11. Successors and assigns frequent drien and Several Linddity Consequence. The Sactual Other(s), [abecital] part on the solution that	
Socretain and describe the second of the sec	1 :- Abia Comsitu
By Signing Below, Borrower accepts and agrees to the terms and covenants contains the state of the second	ned in this security
Instrument and in any rider(s) executed by Borrower and recorded with it.	and the second
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STATE OF the quarter of the control of the population of the smooth of the honorary manufactor of the south of the honorary manufactor of the south of the honorary manufactor of the south of the control of the honorary of the scenario of the control o Institutions, whether or not then doe, with any excess paid to bureauts. In the event of a partie of In the event of a rough raking of the Property, the property shallby applied to the same The foregoing instrument was acknowledged before me this. November 19, 1985 With Principal and Victor L. Salar (Derson(s) acknowledging) the salar training of the property was property and the property and the property was property and the propert

Profit and once with Borodwer's and Lender's written agreement or apple an

ou coming ( ) ( ) & Rivance as a condition of making the loan second to

This instrument was prepared by ... Klamath First Federal Savings and Loan Association

## ADJUSTABLE RATE LOAN RIDER

18818

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.

		TOTAL SECTION OF THE INTEREST	RATE WILL RESULT IN	LOWER PAYMENTS.
	This Rider	is made this . 19th day of	November 19 85	, and is incorporated into and shall
	be deemed to a	imend and supplement the Mortga	ige, Deed of Trust, or Deed	, and is incorporated into and shall to Secure Debt (the "Security Instru-
	Ment") of the s	ame date given by the undersigned I FIRST FEDERAL SAVINGS AND LOAN	(ric portower) to secure H	Orrower's Note to
	(the "Lender"	) Of the same date (the "Note") a	nd covering the annual to	
	located at	1403 Mitchell St., Klamath	Falls, Oregon 97601	cribed in the Security Instrument and
			Property Address	
	Modificati	ons. In addition to the covenants	and soreements made in th	e Security Instrument, Borrower and
	Lender further	covenant and agree as follows:	and abreements made in th	e Security Instrument, Borrower and
	A. INTEREST	RATE AND MONTHLY PAYM	ENT CHANGES	
	1st Jan C	ias an "initial interest Rate" of 10	:50%. The Note interest rate	e may be increased or decreased on the and on that day of the month every
	12 months	the month beginning on Mar	<sup>cn</sup> 1, 19.87	and on that day of the month every
	Changes in	the interest rate are governed by ob-		
	[Check one box to	indicate Index.1	anges in an interest rate inde	x called the "Index". The Index is the:
	(1) 1 * •	Contract Interest Rate Purchase	of Previously Occupied Ho	mes, National Average for all Major
• • •	Types of Lende	ers" published by the Federal Hon	te Loan Bank Board.	mes, National Average for all Major
	(2) □ .			
	be no maximum lin	ndicale whether there is any maximum limit	on changes in the interest rate on ea	ch Change Date; if no box is checked there will
		<i>nt on changes.</i> ] here is no maximum limit on chan		The state of the s
See No		here is no maximum limit on chan he interest rate cannot be changed est rate changes, the amount of Box		
Below	If the interes	est rate changes, the amount of Bor	rower's monthly payments w	itage points at any Change Date. ill change as provided in the Note. In-
	creases in the in	terest rate will result in higher pay	ments. Decreases in the inter	ill change as provided in the Note. In- est rate will result in lower payments.
	B. LOAN CHA	ARGES	and a constant in the litter	est rate will result in lower payments.
	It could be	that the loan secured by the Securi	ty Instrument is subject to a l	aw which sets maximum loan charges
	loan would exce	nterpreted so that the interest or ot	her loan charges collected or	aw which sets maximum loan charges to be collected in connection with the
	necessary to red	ed permitted limits. If this is the ca	se, then: (A) any such loan c	to be collected in connection with the harge shall be reduced by the amount
	ed permitted lin	uits will be refunded to Deserve	t; and (B) any sums already co	harge shall be reduced by the amount ollected from Borrower which exceed-
		Note or by making a direct payme		ollected from Borrower which exceed- this refund by reducing the principal
	C. PRIOR LIE	NS	int to Borrower.	_
	If Lender d	etermines that all or any part of t	he sums secured by this Son	urity Instrument are subject to a lien
	which has priori	ty over this Security Instrument. L	ender may send Rorrower a	arity Instrument are subject to a lien notice identifying that lien. Borrower
	shall promptly a	ict with regard to that lien as prov	ided in paragraph 4 of the S	notice identifying that lien. Borrower ecurity Instrument or shall promptly
			der subordinating that lien to	this Security Instrument
	an increase in the	transfer of the Property subject to	paragraph 17 of the Security	Instrument, Lender may require (1)
	terest rate change	e (if there is a limit) of (2) as	n increase in (or removal of) t	Instrument, Lender may require (1) he limit on the amount of any one in-
		on to accelerate provided in parag		he limit on the amount of any one in- ll of these, as a condition of Lender's
	By signing t	his. Borrower agrees to all of the	above	
	""With a limi	it on the interest rate ad	instments during the	life of the loss as all
d.	or minus th	nree (+/- 3.00) percentage	points.	Title of the toan of pius
eria. Menoral			<i>^ ^ ^ ^ ^ ^ ^ ^ ^ ^</i>	0 . /
			Marky	Eder (Seal)
			Ruby F. Eden	Borrower
	•	The State of the S	1/4/	
			,. Carre	(Scal)
			Victor L. Eden	-Borrower
Sign of			ing the state of t	
STATE	OF OREGON:	COUNTY OF KLAMATH:ss.	nd Bretoniae da hai aparasas como o	The second of the second secon
	ermores i more, ell	the road regen-ent-field material	NATIONAL TRANSPARA	to the State of th
of	for record at requ		e care a la companya de la companya	the 19th day
	- AMERICAL CONTRACTOR	A.D., 19 <u>85</u> at <u>3:27</u> ofMortgages	o'clock _P_M., and du	ally recorded in Vol. <u>M85</u> , 8814
	An		on Page 1 Evelyn Biehn,	County Clerk / - A
FEE	\$21.00		By	Pan Amillo