1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	18 4 A 4 19	nr s						
	5788 S		***\$\$\$\$ 	*	Vo	1185	Page	194
WILLAMETT	E SAV INGS . A 1.0	o beof alot to ofdaathore o A ASSNe offan	9548 (To	NARA NULL		an a		
Portland.	Oregan 97228		Ne seest Ne se saus	ч., , ,	55 - 27 - 26 194			
Loan #4	+5-165265-2	, , , , , , , , , , , , , , , , , , ,	ina investa	5 · · · · ·	· · · · · ·			
			ert e car y	Spac	e Above This Lin	<u>e For Recor</u>	der's Use	
nin ingtan Setari	*. · · ·							
و ^{عن} ار قرار د در ا	:			DEED OF TRUS		·		
THIS D Grantor,	DEED OF TRUST Linda J Hi	is made this	22nd	day of	November	, 19 §	35, among t	:he
(bereio "R	Annowent) A	spen Title	& Escrow	7				
Herein L Honey (d. H Mants Jand	ender"). ensein conside conveys to Ti	eration of the vstee, in trus			AND LOAN ASSOCIA ress is P.O. Box cited and the tru the following do	1999 POPE	and, Uregon	97228
county of	Klama	ath		_, State of (the strowing u	scribed pro	perty locat	ed in th
. Jreers	analis Na katalar	an a	Central .					
Lờt \33.	VILLA SATI	NT CLATR	in the O	Minin	Klamath, Sta			
खार हरे, हेर्नु अ	د الا الحالي (1941). وليسمين (1952) (19	and the second		ouncy or	Klamath, Sta	te of Ore	gon.	
at ny 1 5 4		• ²⁰ 7 • 3	iza noti norat ≹artonian i		•			
aner till se	e fa fa	ا بر د د د	19 - 19 * 1					
	• •		1.12					
nich nas 1	the address of	_4401 And	erson,	• •				
			Stre	ot		_Klamat	h Falls	
regon	97701	-	(Stre (herei		Address ") .	<u>Klamat</u>	<u>h Falls</u> (City)	
regon	<u>97701</u> (21p (Code)	(herei	n "Property			(City)	
TOGETHE ppurtenanc pplyesuch f Trust; a rust is on	<u>97701</u> (Zip of the stand rents of rents), all of rent all of the a leasehold) URE to Lender t	e improvements (subject howeve f which shall t foregoing, tog are hereinafte the repayment o	(herei now or her er to the r be deemed t gether with ir referred of the inde	n "Property eafter erect ights and au be and rem said proper to as the " btedness evi	ed on the proper thorities given ain a part of th ty (or the lease Property"; denced by Rommed	ty, and all herein to Lu property o hold estate	(City) easements, ender to col covered by 1 if this Dee	llect and this Deed d of
TOGETHE ppurtenanc pplycsuch f Trust; a rust 1s on TO SECU 1985 25000	<u>97701</u> (Zip i ces and rents rents), all of ind all of the a leasehold) IRE to Lender 1 	e improvements (subject howeve f which shall b foregoing, tog are hereinafte the repayment o extensions and	(herei now or her er to the r be deemed t gether with or referred of the inde I renewals	n "Property eafter erect ights and au be and rem said proper to as the " btedness evi thereof (here	ed on the proper thorities given ain a part of th ty (or the lease Property"; denced by Borrow ein "Note"), in	ty, and all herein to Lu e property o hold estate er's note da the principa	(Cfty) easements, ender to col covered by f if this Dee nted <u>Nove</u> il sum of U.	llect and this Deed ad of ember 2 S.
TOGETHE ppurtenanc pply/such f Trust; as rust is on TO SECU 1985 25000 hterest, w	<u>97701</u> (Zip of es and rents of rents), all of the aleasehold) URE to Lender the and 0.00 fith the balance of all other	e improvements (subject howeve f which shall b foregoing, tog are hereinafte the repayment o extensions and with re of the indeb	(herei now or her er to the r be deemed t jether with ir referred of the inde i renewals interest t otedness, j	n "Property reafter erect ights and au o be and rem said proper to as the " btedness evi thereof (here hereon, prov f not sooner	ed on the proper thorities given ain a part of th ty (or the lease Property";	ty, and all herein to Lu property of hold estate er's note do the principa y installmer wable on D	(Cfty) easements, ander to col covered by to if this Dee nted <u>Nove</u> it sum of U. nts of prince	llect and this Deed of ember 2 S. tipal and
TOGETHE ppurtenanc pply/such f Trust; a rust is on TO SECU 1985 25000 25000 10000000000000000000000000	<u>97701</u> (Zip i es and rents rents), all of ind all of the a leasehold) IRE to Lender 1 and).00 Th the balance of all other this Deed of r covenants the onvey the Prop venants that B demands, subje	e improvements (subject howeve f which shall b foregoing, tog are hereinafte the repayment o extensions and with te of the indeb sums, with int Trust; and the at Borrower is erty, and that orrower warran ct to encumbra	(herei now or her er to the r be deemed t gether with of the inde i renewals interest t itedness, i erest there performance lawfully s the Proper ts and will nces of rec	n "Property reafter erect ights and au be and rem said proper to as the " btedness evi- thereon, prov f not sooner eon, advanced ce of the con seised of the rty is unence defend gene cord.	ed on the proper thorities given ain a part of th ty (or the lease Property"; denced by Borrow ein "Note"), in iding for monthl paid, due and pi d in accordance i venants and agree t estate hereby of mabered, except for analy the title	ty, and all herein to Lu e property of hold estate er's note do the principa y installmen yable on Du ments of Bo	(Cfty) easements, ender to col covered by f if this Dee nted <u>Nove</u> il sum of U. its of princ <u>ecember 1</u> protect the prover here	ilect an chis Dee d of <u>ember 2</u> S. ipal and <u>a 2000</u> in
TOGETHE ppurtenanc pply such f Trust; a rust is on TO SECU 1985 25000 nterest, w he payment curity of ontained. Borrower rant and corrower a im3 and UNIFORM	<u>97701</u> (Zip of ces and rents of rents), all of rents), all of the a leasehold) (RE to Lender of and).00 of all other this Deed of r covenants that B demands, subject COVENANTS. B	e improvements (subject howeve f which shall to foregoing, tog are hereinafte the repayment of extensions and with e of the indeb sums, with int Trust; and the at Borrower is perty, and that orrower warran ct to encumbra	(herei now or her er to the r be deemed t gether with of the inde interest t bedness, j erest there performance lawfully s the Proper ts and will nces of reconst	n "Property eafter erect ights and au o be and rem said proper to as the " btedness evi- thereon, prov f not sooner eon, advanced ce of the con seised of the rty is unence defend gene cord. ant and agree	ed on the proper thorities given ain a part of th ty (or the lease Property"; denced by Borrow ein "Note"), in diding for monthl paid, due and pi d in accordance venants and agree estate hereby of imbered, except arally the title	ty, and all herein to Lu property of hold estate er's note da the principa / installmer yable on <u>Du</u> merewith to ments of Bo conveyed and for encumbra to the Prop	(Cfty) easements, ander to col covered by t if this Dee ited <u>Nove</u> ated <u>Nove</u> ated <u>Nove</u> to sum of U. ots of princ <u>ecember 1</u> protect the protect	ilect and this Deed of mber 2 S. ipal and a 2000 in ght to ord, t all
TOGETHE ppurtenance pply(such f Trust; a rust is on TO SECU <u>1985</u> <u>25000</u> nterest, w he payment acurity of pontained. Borrower rant and co brower could a ims and co UNIFORM <u>1. Pay</u> bdebtedness	<u>97701</u> (Zip of eR with all the ces and rents of rents), all of the a leasehold) IRE to Lender to and 0.00 With the balance of all other this Deed of r covenants that be demands, subje COVENANTS. B yment of Prince s evidenced by	e improvements (subject howeve f which shall the foregoing, tog are hereinafte the repayment of extensions and with the of the indeb sums, with int Trust; and the at Borrower is everty, and that orrower warran ct to encumbra orrower and Lee <u>ipal and Inter</u> the Note and	(herei now or her er to the r be deemed t gether with r referred of the inde interest t interest t itedness, i erest there performance lawfully s the Proper ts and will nces of rec nder covena est. Borre late charge	in "Property reafter erect ights and au o be and rem said proper to as the " btedness evin thereon, prov f not sooner eon, advanced ce of the cou seised of the rty is unence defend gene cord. ant and agree ower shall press as provide	ed on the proper thorities given ain a part of th ty (or the lease Property"; denced by Borrow ein "Note"), in iding for monthl paid, due and pi d in accordance i venants and agree t estate hereby of mabered, except for analy the title	ty, and all herein to Lu e property of hold estate er's note da the principa y installmen yable on Du merewith to ments of Bo conveyed and for encumbra to the Prop due the pri	(Cfty) easements, ender to col covered by f if this Dee ated <u>Nove</u> ated <u>Nove</u>	interest

書きた

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law Compressing serie essessments and prits, unites statistic; says porrower interest on the rungs permits Lender to make such a change. S of will best and the series of the statistic statistic statistic statistics (Jeneration of the series of the statistic statistics) and the series of the series

OREGON - HOME EQUITY ADJUSTABLE RATE Page 1

.

AM 11 28

*85 MOV 25

. AF 32847200.4

Vol 1495 Page 19406

55788 70491

Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is mude or applicable law requires such 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 Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply. No later than immediately prior to the sale of the Property or its acquiristivition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. <u>Application of Payments</u>. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. <u>Prior Mortgages and Deeds of Trust; Charges; Liens</u>. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. <u>Hazard Insurance</u>. 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of any in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. <u>Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments</u>. Borrower shall keep the Property in good repaid and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or convenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. <u>Inspection</u>. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. <u>Condemnation</u>. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of unmortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

OREGON - HOME EQUITY ADJUSTABLE RATE Page 2



19408

agreements herein constained shall bind; and the rights hereinder shall inure to, the respective successors and assignes of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Bonrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. <u>Governing Law; Severability</u>. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

15. <u>Rehabilitation Loan Agreement</u>. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. <u>Transfer of the Property: Assumption</u>. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 16, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

17. <u>Acceleration; remedies</u>. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust 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 nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notic further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

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 the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the lapse of such time as may be 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 the sale in one or more parcels and in Such order as Trustee may determine. 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 Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold 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 reasonable costs and expenses of the sale, including, but not limited to,

OREGON - HOME EQUITY ADJUSTABLE RATE Page 3

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) the fifth under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in the covenants of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable other covenants or agreements of borrower contained in this been of irust; (c) burrower ways all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this band of Trust and is onforming iondamic and Trustee's memodiae as provided in paragraph 17 bereaf. expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full Borrower's obligation to pay the sums secured by this beed of irust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred 19. <u>Assignment of Rents; appointment of Receiver; Lender in Possession</u>. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the fight to collect and retain such rents as they become due and navable. Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent Upon acceleration under paragraph 1/ mereor or abandomment of the Property, Lender, in person, by a or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the property and to collect the possession of and manage the property and to collect the possession of and manage the property including these post due. All mate collected by ten 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. All rents collected by Lender to the property and collection of the Property and collection. Property and to collect the rents of the Property including those past due. All 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 Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received. 20. <u>Reconveyance</u>. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness and without the Trustee Trustee chall reconvey the Property without Warranty and without Secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charme to the marcon or marcone lengily entitled therety. Such marcon on concern shall prove all costs of charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any. 21. <u>Substitute Trustee</u>. In accordance with applicable law, 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 chall success the still be still proven and dustice conformed when the Trustee hereit and be and appoint a successor trustee to any irustee appointed hereunder. Without conveyance of the Property, the Successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by 22. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes, 23. Attorneys' Fees. As used in this Deed of Trust and in the Note, "attorneys' fees" shall include attorneys' fees, if any, which shall be awarded by an appellate court. REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrances with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust of any default under the currenter answerings and of any rale on other one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other IN WITNESS WHEREOF, Borrower has executed this Deed of Trust Linda J Hines Borrower STATE OF OREGON Borrower Washington On this 🚯 22<u>nd</u> County ss: day of <u>November</u> Linda J. Hines, _ 19 _85 personally appeared the above named the foregoing shat runiont to be her (Official s and acknowledged voluntary act and deed. Before me: e op 41ms Construction and the Construction Devices and the Construction of the Con

к., .

 \checkmark

OREGON - HOME EQUITY ADJUSTABLE RATE

19408

19409 reasonable Trustee's and attorneys! fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person of persons legally entitled thereto.

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 DECHLT TH WICHED DAVMENTE DECREASES IN THE INTEREST RATE WILL RESULT ALLUWING FUK UMANGED IN THE INTEREDI MATE. INUKEADED IN THE INTEREDI MATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN This Rider is made this <u>22nd</u> day of <u>November</u>, 19 and is incorporated into and shall be deemed to amend and supplement the And is incorporated into and snall 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 WILLAMETTE SAVINGS & LOAN ASSOCIATION (the "London") of the same date The same date given by the undersigned (the "borrower") to secure borrower is Note to WILLAMETTE SAVINGS & LOAN ASSOCIATION (the "Lender") of the same date (the "Note") and covering the property described in the Security Instruments and located at <u>4401 Anderson, Klamath Falls, Or, 97701</u> Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows: The Note has an "Initial Interest Rate" of <u>11.750</u> %. The Note interest rate may be increased or decreased on the <u>1st</u> day of the month beginning on <u>December 1</u>, <u>19.86</u> and on that day of the year every year(s) thereafter. Changes in the interest rate are governed by changes in an interest rate index called the "Index". The "Index" is the weekly average yield on United States Tradewinities adjusted to a constant maturity of five (5) years States Treasury securities adjusted to a constant maturity of five (5) years, (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 be no 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 percentage points at any Change Date and not to exceed 05.00The interest rate cannot be changed by more than 02.00If 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. B. LOAN CHARGES 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 a law which sets maximum ivan 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 the loan would exceed permitted limits. It this is the tase, then, thy any such loan charge shall be reduced by the amount necessary to reduce the charge ADJUSTABLE RATE LOAN RIDER - HOME EQUITY ADJUSTABLE RATE MORTGAGE

			- Junda	- the)
					Borrower
-					
					Borrower
•					
	ADJUSTABLE	RATE LOAN RIDER - HOME			
		HOME	EQUITY ADJUSTABLE A	ATE MODTO	
	STATE OF ORECON		•	MUKIGAGE	
		COUNTY OF KLAMATH: S			
	FEE \$25.00	est of 2rA.D., 19 <u>85</u> at <u>11:2</u> of Mortga	Evelyn Biehn	nd duly recorded in Vol.	M <u>05</u> ,
			Ву	Pounty Cierk	Eto

OF renegotiated. The priority of this instrument shall not be affected by manageriation or adjustment of the initial interest rate provided in the No renegotiation or adjustment of the initial interest rate provided in the Note upward or downward, which may increase or decrease the amounts of periodic payments or may extend or shorten the term of this obligation, or both. The priority of this instrument also shall not be affected by an increase in the underlying obligation secured by this instrument during any part of the term of this instrument as a result of deferment of all or a portion of the of this instrument as a result of determent of all or a purcion of the interest or principal payments and the addition of such payments to the outstanding balance of the obligation. The priority of this instrument also shall not be affected by the execution of new notes during the term of this instrument which reflect changes made pursuant to any of the adjustments By signing this, Borrower agrees to all of the above.

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 16. option to accelerate provided in paragraph 16. E. VARIABLE RATE OBLIGATION The obligation this instrument secures provides that the interest rate, payment terms, or balance due on the loan may be indexed, adjusted, renewed,

If there is a transfer of the Property subject to paragraph 16 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (on nemous) of the limit on the amount Security instrument, Lenger 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 mate change (if there is a limit) on (2) a change in the

4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument. D. TRANSFER OF THE PROPERTY

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 are subject to a tien 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

C. PRIOR LIENS

to the permitted limit; and (8) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducting the principal and under the Note on by making a make this refund by reducing the principal owed under the Note or by making a

19411