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When Recorded Return To: and Loan Association

Vol. M85 Page 20726

Klamath First Federal Savings 540 Main Street Klamath Falls, Oregon 97601

## [Space Above This Line For Recording Data] --

## DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on ... December... 10. 

Utilities I Ota-
.William.L. Sisemore
William L. Sisemore. ("Trustee"). The trustee is
and whose address is
.540. Main. Street, Klamath. Falls, Oregon. 97601. ("Lender").

Borrower owes Londer the principal sum of .....FORTY ... FOUR ... THOUSAND .. DOLLARS .. AND .. NO/100 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 payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following 

Lots 1 and 2, Block 8, SOUTH CHILOQUIN ADDITION to the City of Chiloquin, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

\*\*See Attached Adjustable Rate Loan Ride made a part herein.

Loan is assumable at same rate upon approval of Klamath First Federal

which has the address of	7 Second Avenue	
	[Street]	[City]
Oregon9.7.624	("Property Address");	

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

OREGON-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3038. 12/83 44737 SAF SYSTEMS AND FORMS

Any amounts disbursed by Lender under this paragraph 7 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

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 Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a 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 paragraph 7, Lender does not have to do so.

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, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

Borrower shall 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 faith the lien by, or defends against enforcement of the lien 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 satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days

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 them on time directly to the person owed payment. 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

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. 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the

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

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

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

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the 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 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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the

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

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 occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may Security instrument, including, but not immed to, reasonable attorneys lees; and (d) 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 action to action the attack of the security instrument. reasonably require to assure that the new of this security instrument, Lenger's rights in the rioperty and borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period It Lender exercises this option, Lender shall give borrower nonce of acceleration. The nonce 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 equivalent. To the provide a period of this period. I and a maximize any 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

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

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

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

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 froperty Address or any other address borrower designates by notice to Lender. Any notice to Lender shan be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice to address the formation to be address to be address by notice to Borrower. Any notice address to be address to

13. Legislation Anecting Lenuer's Rights. It enactment of expiration of applicable laws has the enect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, and the this Security Instrument in the security Instrument i 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

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 If enactment or expiration of applicable laws has the effect of

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan to be collected in 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 the amount of the transition of th connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount connection with the share to the permitted limits and (b) any such loan charge shall be reduced by the amount connection with the total exceed the permitted limit; and (b) any such total charge shall be reduced by the annound necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded to make this refunded to Portonion. I and a may charge to make this refund by reducing the principal owed

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 of paragraph 17. Dorrower's covenants and agreements snam of joint and several. Any porrower 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 Dorrower's interact in the Dorrow of this Security Instrument. (b) is not porroughly obligated to pay that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay that borrower sinterest in the rioperty under the terms of this security instrument, (0) is not personally congated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, and its forbar of make any operations with a security instrument 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

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 interact of Demonstration of the release the lightlitus of the original Demonstrate of Demonstration in interact incumcation 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 or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy

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

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 In the Property is an autoneu by borrower, or it, after notice by Lender to Borrower that the condemnior 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 aircon I and a is antibaring to a line to be a settle a still antiparties with a to be a still a still

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security In the event of a total taking of the rioperty, 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 proceeds immediately unless Borrower and Lender otherwise agree in writing, the sums secured by this occurry instrument shall be reduced by the following fraction: (a) the total amount of the sums secured immediately before the taking. Any balance shall be

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

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.

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.

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Adjustable Rate Rider	h rider shall be incorporated into and shall are with
Graduated Payment Pide Condominium R	identified and and and and and and and and and an
[specify]	velopment D:
BY SIGNING BELOW, Borrower accepts and agrees to the Instrument and in any rider(s) executed by Borrower and recorded with	terms and covenants contained in this Security
	n Vida —Borrower
State of California	-onower
County of San Francisco SS.	
Mary K. Olson	19 <u>85</u> , before me,
	Public, personally appeared
OFFICIAL SEAL MARY K OLSON	S.
CITY & COUNTY OF SALIFORNIA	
My Commission Expires June 23, 1986 Within instrument, and commission	asis of satisfactory evidence
Within instrument, and ad WITNESS my hand and of	knowledged that he
WITNESS my hand and of	icial seal.
My hu	
39 General Acknowledgement Form	anon
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44770	
and First Federal Saving	650656555555555555555555555555555555555
This instrument was prepared by Klamath First Federal Saving	and Loan Association

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21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to 41. Reconveyance. Upon payment of an sums secured by this security instrument, Lender Shan request i fusice 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 more attained without charge to the person of persons Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons shall new any recordation costs

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in 20. Lenuer in rossession, Opon acceleration under paragraph 19 or abandomical of the roberty, Lenuer un 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 rente of the Property including those past due. Any rents collected by I ender or the receiver 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 rants including but not 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 hands and respective of the property and then to the time secured by shall be applied first to payment of the costs of management of the ribperty and conection of rents, including, out 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

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 19. Acceleration; Remeates, Lender shall give notice to borrower prior to acceleration following borrower s breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless annificable law provides otherwise). The notice shall specify: (a) the default: (b) the action required to cure the oreach 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: (a) a data not less than 30 days from the data the notice is given to Romowar, by which the default must be cured default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cared ond (d) that failure to sume the default on an before the date maniford in the notice. The matine manifold in the notice is given to borrower, by which the default must be cared and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums and by this Constitut Instantant and cale of the Departure The notice sholl further inform Departure of the right to and (u) that failure to cure the usualition or before the date specified in the notice may result in acceleration of the second secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to some after acceleration and the wight to bring a court action to accent the non-avietones of a default or any other secured by this Decurity instrument and sale of the property. The notice shall further inform Dorrower of the right to bring a court action to assert the non-existence of a default or any other default of Borrower to appoint and sale. If the default is not sured on or before the date specified in the notice. Londor defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender of its ontion may require immediate normant in full of all sums secured by this Security Instrument without further at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the newer of cale and any other remedies news its detailed by and invoke the newer of cale and any other remedies news its detailed by and invoke the newer of cale and any other remedies news its detailed by and invoke the new of cale and any other remedies news its detailed by any invoke the new of cale and any other remedies news its detailed by any invoke the new of cale and any other remedies news its detailed by any invoke the new of cale and any other remedies news its detailed by any invoke the new of cale and any other remedies news its detailed by any invoke the new of cale and any other remedies news its detailed by any invoke the new of cale and any other remedies news its detailed by any invoke the new of cale and any other remedies news its detailed by any invoke the new of cale and any other remedies news its detailed by any invoke the new of cale and any other remedies news its detailed by any invoke the new of cale and any other remedies news its detailed by any invoke the new of cale and any other remedies news its detailed by any invoke the new of cale and any other remedies news its detailed by any invoke the new of cale and any other remedies news its detailed by any invoke the new of cale and any other remedies news its detailed by any invoke the new of cale and any other remedies news its detailed by any invoke the new of cale and any other remedies news its detailed by any invoke the new of cale and any other remedies new of cale and any oth at its option may require immediate payment in full of all sums secured by this Security instrument without future 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 purching the remedies provided in this personant 10 including but not limited to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to,

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the Invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the transmitten of a state of the transmitten to execute a state of the transmitten to execu It Lenger invokes the power of sale, Lenger shall execute or cause i rustee 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 provided in each county in which any part of the Deprosity in located. I order or Trustee shall give notice of sole in the occurrence of an event of default and of Lenger's election to cause the rioperty 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. After the time recorded in each county in which any part of the Froperty is located. Lender of Arustee 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 domand on Domance shall soll the Droperty of public quarter to the history manner prescribed by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest hiddor at the time and place and under the terms designated in the potice of sole in one or more perceive and in any order. required by applicable law, i rustee, without demand on borrower, shall sell the rivperty at public autition to the inguest 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 Tructon determines. Tructon may nostrong sale of all or any parcel of the Property by public approximation at the time and butter at the time and place and under the terms designated in the notice of sale in one or more parcets 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 providually scheduled sale. I order or its designed may purchase the Property of any cale

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, and on implied The position in the Trustee's deed shall be prime facile suidence of the truth of the statements mode Frustee snam denver to the purchaser a rustee's deed conveying the property without any covenant of 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 express a fithe sole in the following orders (a) to all expresses of the sole including but not expressed or implied. The rectains in the Trustee's deed shall be prima lack evidence of the truth of the statements induce 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 reaconable Trustee's and attorneys' foos. (b) to all sume control by this Society Instrument: and (c) and evenes therein. A rustee shall apply the proceeds of the sale in the following of der; (a) to all expenses of the sale, including, out 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 of persons legally entitled to it.

22. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any the time to the provide the time to the trustee to all the time to the trustee to all the time to all the time to the trustee to all the time to the trustee to all the time to all the time to the trustee to all the time to the trustee to all the time to the trustee to all the time to the time to the trustee to all the time to the time to the trustee to all the time to the trustee to all the time to the time to the trustee to all the trustee to all the time to the trustee to all the trustee

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

to the person or persons legally entitled to it.

22. Substitute i rustee. Lenger may from time to time remove i rustee and appoint a successor frustee to any Trustee appointed hereinand by applicable law. 23. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes.

attorneys' fees awarded by an appellate court.

24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any 25. Riders to this Security Instrument. If one or more riders are executed b this Security Instrument, the covenants and agreements of supplement the covenants and ag

L#11-00108

## **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.

This Rider is made this .10th . . day of . . December. . . . . . . , 19. 85. . , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instru-(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at ... 5.Q3-50.7. Second. Avenues. Chiloquins. Oregon .97624.....

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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

The Note has an "Initial Interest Rate" of ... 11. %. The Note interest rate may be increased or decreased on the ...Ist day of the month beginning on .... March. 1....., 19...87. and on that day of the month every 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. (2) []\*

..... [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 maximum limit on changes.] 

The interest rate cannot be changed by more than .... percentage points at any Change Date.

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

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 in-

terest 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

By signing this, Borrower agrees to all of the above.

\*With a limit on the interest rate adjustments during the life of the loan of plus

Mortgages

By

Evelyn Biehn, County Clerk

ohn Vida

-Borrower

them the

STATE OF OREGON: COUNTY OF KLAMATH:

of

December

\$21.00

FEE

Filed for record at request of A.D., 19 \_\_\_85\_ at 10:23 o'clock A M., and duly recorded in Vol. \_\_\_\_\_\_\_ on Page \_\_\_\_\_\_ 20726

"If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply. 44295-4 SAF Systems and Forme

day

<u>M85</u>