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After recording return to: Klamath First Pederal P. O. Box 5270 Klamath Falls, Oregon 97601

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MIC 115888

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on January 3 The grantor is Paul Barker and Anselma Barker, husband and wife 1986 ("Borrower") The trustee is William L. Sisemore

Loan 109-12939

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION nder the laws of The United States of America and w ("Trustee") The beneficiary is under the laws of , which is organized and existing 540 Main Street, Klamath Palls, Oregon , and whose address is

Borrower owes Lender the principal sum of Twenty One Thousand Pive Hundred and No/100 * * * Dollars (U.S. S. 21, 500, 00

dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 25, 2006 This Security Instrument 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 described property located in Klamath County. Oregon County, Oregon

A portion of Lots 2 and 3 in Block 1 of PAIRVIEW ADDIION to the City of Klamath Falls, more particularly described as follows:

Beginning at a point in the Westerly line of said Lot 2, 5 feet North of the Southwest corner of said Lot; thence running Easterly at right angles to Worden Avenue a distance of 60 feet; thence Southerly parallel with Worden Avenue a distance of 45 feet; thence Westerly at right angles to Worden Avenue to the Westerly line of said Lot 3; thence Northerly along the East line of Worden Avenue 45 feet to the point of beginning.

See attached Adjustable Rate Loan Rider made a part herein.

which has th	e address of 1331 Wo	rden Street		
Oregon	97601	(Street)	•	Klamath
er egon	(2no Code)	("Property Address");		

TOGETHER WITH all the improvements now or bereafter 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

Falls (CAV)

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

2.17

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

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

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 Punds 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 require 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

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be. at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due. Borrower shall pay to Lender any

amount necessary to make up the deficiency in one or more payments as required by Lender Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender If under paragraph 19 the Property is sold or 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 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

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

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 liep in a manner acceptable to Lender. (b) contests in good faith the hen 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 hen 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

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

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 Borrowei Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or 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

6. Preservation and Maintenance of Property; Leaseholda. change the Property, allow the Property to deteriorate or commit waste If this Security Instrument is on a leasehold. Borrower shall not destroy, damage or substantially

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and 7. Protection of Lender's Rights in the Property; Mortgage Insurance.

covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect 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 hen which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs Although

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 disburgement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

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

 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
Condemnation The proceeds of 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 method.

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 to be the taking of the proceeds multiplied by the following fraction.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or 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 payments 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 apayment 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 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 that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then. (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a payment 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 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 in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any 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 conditiona, 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 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 reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17

NON-UNIFORM COVENANTS, BOTTOWER and Lender further covenant and agree as follows: 19. Acceleration; Remedies, Leader shall give notice to Borrower prior to acceleration following Borrower's Ly. Acceleration; remembers. Lesser senic give musice to portuner prior to acceleration romowing portuners is breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 enters 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 fall of all sums secured by this Security Instrument without further at its option may require unmentate payment in tail of an same secured by this security fust anich, which instant 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.

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

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manner prescribed by	Lender's election to cause the Property to part of the Property is located. Lender o to Borrower and to other persons presc shout demand on Borrower is to be persons presc	be sold and shall cause such a still
required by applicable law Trustee	part of the Property is located. Lender o to Borrower and to other persons presc thout demand on Borrower, shall sell the the terms designated in the notice of sale ne sale of all or any narrel of the D	r Trustee shall give notice of sale in the
bidder at the time and place and under	thout demand on Borrower, shall sell the the terms designated in the notice of sale ne sale of all or any parcel of the Property ender or its designee may mark	ribed by applicable law. After the time
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Tructor at the scientied sale.	ender or its deale	by public ennounces and many order
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limited to, reasonable Trustee's and attor to the person or persons legally entitled to 20. Lender in Possession. Upon person, by agent of b	of the sale in the following order: (a) to al	nce of the truth of the statements made
to the person or persons legally entitled to	it. (b) to all sums secured by this	Security Instance ale, including, but not
Derson by another in Possession. Upon	acceleration	and (c) any excess
Property and	ted receiver) at the paragraph 19 or aba	ndonment of the n
shall be applied first to payment of the P shall be applied first to payment of the or limited to, receiver's fees, premiums on re this Security Instrument	roperty including these most d	on, take possession of and many
limited to, receiver's fees, memory and	osis of management of the Property and	nts collected by Lender or the received
this Security Instrument	conver's bonds and reasonable attorneys	collection of rents, including, but nor
limited to, receiver's fees, premiums on re this Security Instrument 21. Reconveyance. Upon payment	of all sums secured by this Security Instru- this Security Instrument and all notes ev- vey the Property without and all notes ev-	ices, and then to the sums secured by
Instrument to Trustee. Trustee shall recom- legally entitled to it. Such person or persons	this Security Instri	Iment Lender 1 1
legally entitled to a contrastee shall recon	vev the Property Instrument and all notes ev	idencing debt security the security of the sec
27 Subatta Such person or persons	s shall pay any moondation	thout charge to the new of this Security
Trustee appointed by	s shall pay any recordation costs. ty from time to time remove Trustee an inveyance of the Property, the successor eren and by ambrable less	resonance to the person or persons
power and duties conference. Without co	nveyance of the Property of	d appoint a successor transfer a
24. Attorneys' Face 1	not currently used for agricultural, timbe is Security Instrument and in the Nete	and the thic thic,
attorneys' fees awarded by an appellate cour 25. Ridorn to atto	not currently used for agricultural, timbe is Security Instrument and in the Note, t.	r or grazing purposes
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this security instrument, the covenants and supplement the covenants and agreements instrument. [Check applicable box(ex)]	t. at. If one or more riders are executed by i agreements of each such rider shall be in of this Security Internet	merode ally
supplement the covenants and agreements Instrument. [Check applicable box(ex)] X Adjustable Rate Rater	agreements of each such rider shall be in	Borrower and recorded together with
Instrument. [Check applicable box(ex)]	of this Security Instrument as if the r	corporated into and shall amend and
- Aujustable Rate Rider		ider(s) were a part of this Security
Graduated Payment Rider	C wilder	
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	pepts and agrees to the terms and cov prower and recorded with it. Paul Barker Paul Barker Amelina	
	Unselna f	as kes
[See	Anselma Parta	(Seal)
(apaci	e Below This Line For Acknowledgment]	
STATE OF OREGON		
	· · · · · · · · · · · · · · · · · · ·	
COUNTY OF KLAMATH	SS:	
	····)	
The foregoing instrument was acknowledged		
E /	before me this January 3, 198	6
Paul Ba	TKOT and the	(date)
5 7500, 14	rker and Anselma Barker	(un(c)
	(person(s) acknowledging)	······································
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A AVAIDAL PROPERTY AND A REPORT OF		

Loan #09-12939

MTC #15888

ADJUSTABLE RATE LOAN RIDER

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

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

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 1331 Worden St., Klamath Falls, Oregon 97601 Property Address

Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: 12... months thereafter.

(Check one box to indicate Index.) (1) D. "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) 🛛 • . . .

[Chect 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 charges.)

See Note** (2) [5] The interest rate cannot be changed by more than 1.00, 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.

B. LOAN CHARGES

Below

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

C. PRIOR LIENS

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.

D. TRANSFER OF THE PROPERTY

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

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

**With a limit on the interest rate adjustments during the life of the loan of plus or minus three (+/- 3.00) percentage points

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Paul Barker (Scal) Paul Barker -Borrows Anschroa Barker (Scal) Roman

ADJUSTABLE RATE LOAN REDER-COL-ALSE DEFORM DETRUSSENT 1770LA 847 0

STATE OF OREGON: COUNTY OF KLAMATH: 53.

\$21.00

dav 3rd the A.D., 19 <u>86</u> at <u>3:17</u> o'clock <u>P</u> M., and duly recorded in Vol of <u>Mortsages</u> on Page <u>303</u> M86 Filed for record at request of . of _____January___ County Clerk -Evelyn Biehn, Vandon By