58584

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

- [Space Above This Line For Recording Data] —

## DEED OF TRUST

	ty Instrument") is made on
THIS DEED OF TRUST ("Secur	Hargrave and Gary L. Hedlund
19.86 The grantor is	Hargraye and Gary L. Hedlund  ("Borrower"). The trustee is William L. Sisemore  ("Trustee"). The beneficiary is
THE SAME SENSE SENERAL SAVING	AND LOAN ASSOCIATION , which is organized and existing
under the laws of 540 Main St	eet, Klamath Falls, Oregon Wandred and No/100 **
Borrower owes Lender the principal sun	eet, Klamath Falls, Oregon.  of Thirty Seven Thousand Five Hundred and No/100 * *  of Dollars (U.S. \$37.500.00). This debt is evidenced by Borrower's note purpose ("Note"), which provides for monthly payments, with the full debt, if not the following payment ("Note"), which provides for monthly payments. This Security Instrument
dated the same date as this Security has paid earlier, due and payable on	Dollars (U.S. \$37.50000). This debt is evidenced by Both Scrument ("Note"), which provides for monthly payments, with the full debt, if not right 15, 2001 (BALLOON PAYMENT)

Lots 3 and 4 in Block 7 of Original Town of Linkville, now City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

See attached Adjustable Rate Loan Rider made a part herein.

		Klamat	h Falls
1: L beethooddress of	303 Pine Street	Klamat	[City]
which has the address or	[Street]		
97601	("Property	Address");	
Oregon	("Property		

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 appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or appurtenances, rents, royalties, royalt

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

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

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

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 Tayon and Incurance Subject to applicable law or to a written waiver by I ender Roprower shall pay 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay monthly naumente are due under the Note in the Mote is noid in full a sum ("Eunder") equal to 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) vearly taxes and assessments which may attain priority over this Security Instrument. (b) yearly 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 incurance premiums; and (d) yearly one-twellth 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 taxes are called "accross items are called "accross items." I ender may estimate the Funds due on the leasehold payments or ground rents on the Property, it any; (c) yearly hazard insurance premiums; and (d) yearly hazir of current data and reasonable estimates of future economiters." Lender may estimate the Funds due on the

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or guaranteed an institution. I ander shall apply the Funds to pay the economic terms. the runds shall be need in an institution the deposits or accounts of which are insured or guaranteed by a federal or leader may not charge for holding and applying the Eurode applying the Section the account or verifying the account of verifying state agency (including Lender it 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 and applying the scrow items, unless and applying the scrow 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 Lender pays norrower interest on the runds and applicable law permits Lender to make such a charge. Norrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law required to pay Rorrower any interest or earnings on the Funds. I ender 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 dehits to the Funds and the 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 Funds are pledged as additional security for the sums secured by 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

for the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to a date of the accrow items shall around the amount required to pay the accrow items when due the arcses shall be If the amount of the Funds held by Lender, together with the tuture 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 Rorrower's option, either promptly repaid to Rorrower or credited to Rorrower on monthly payments of Funds. If the at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of runds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount of the runus near by Lenger is not sufficient to pay the escrow items when due, but amount necessary to make up the deficiency in one or more payments as required by Lender.

I non naument in full of all cume cacuted by this Capital Instrument I ender shall

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower and hald by I and a research 10 the Departy is said or acquired by I and a repeat shall apply no later 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 application as a credit against the sums eached by this Security Instrument.

ation as a credit against the sums secured by this security mistrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the land 2 chall be applied. first to late charges due under the Note: second to prepayment charges due under the 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; second, to prepayment charges due under the

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any.

Rorrower shall nav these obligations in the manner provided in paragraph 2 or if not paid in that manner. Rorrower shall Property which may attain priority over this Security Instrument, and leasenoid payments of ground tents, it any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall promptly furnish to I ender all notices of amounts. Borrower shall pay these obligations in the manner provided in paragraph 2, or it not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be naid under this nargoraph. If Rorrower makes these nauments directly. Rorrower shall promptly furnish to Lender. pay them on time directly to the person owed payment. Borrower shall promptly turnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) Borrower 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 the lien in legal proceedings which in the Lender's opinion operate to agices 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 prevent the enforcement of the nen of fortentire of any part of the Property; of (c) secures from the noider of the nen 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 after priority over this Security Instrument. I ender now give Portoners of agreement satisfactory to Lender subordinating the nen 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 Reproper shall entirely the lien or take one or more of the actions set forth above within 10 days. the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give norrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property 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. The insured against loss by are, nazards included within the term "extended coverage" and any other nazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The incurance shall be chosen by Borrower subject to Lender's approval which shall not be 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. All insurance poincies and renewals snail be acceptable to Lender and snail 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 Lender shall have the right to hold the policies and renewals. It 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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair to damaged if the restoration or repair is accommissibly faceible and I ender's country is not becomed if the Uniess Lender and Borrower otherwise agree in writing, insurance proceeds snall 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 of repair is not accommissible feasible or I ander's cacurity would be becomed the incurance proceeds shall be of the Froperty damaged, if the restoration or repair is economically feasible and Lender's security is not tessened. If the comparison of applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. It 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 onered to settle a claim, then Lender may conect 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 the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If postpone the que date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting the property prior to the consistion shall pass to I ander to the extent of the sums secured by this Security. 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; Leaseholds. Borrower shall not destroy, damage or substantially borrower snam not destroy, damage or substantiany change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, and the property the leasehold and change the Property, allow the Property to deteriorate or commit waste. It this Security Instrument is on a leasenoid, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. Covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect probate for condemnation or to enforce laws or 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 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 and Lender's rights and some second by a lieu which has priority over this Security. 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

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.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this lender agree to other terms of payment, these amounts shall bear interest from 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

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 London's written accordance with Borrower's accordance w

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. 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with 2. Concemnation. The process of any award of claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Landar

assigned and shall be paid to Lender.

assigned and snail be paid to Lender.

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, the sums secured by this Security Instrument shall be reduced by the Security Instrument shall be reduced by the Security Instrument shall be reduced by the Security Instrument shall be reduced by unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately uniess 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. Any balance chall be before the taking. Any balance chall be before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to 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 I and are an award to collect and apply the proceeds at its option, either to restoration or repair of the Property or make an award or serice a ciann for damages, nor tower raiss to respond to Lender within 50 days after the date the nonce 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 cures secured by this Security Instrument, whether or not then due paid to Borrower.

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
the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. 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 of postpone the due date of the monthly payments referred to in paragraphs: and 2 or change the amount of such payments.

The Borrower Not Belogged Forheaders Ry London Not a Waiver. Extension of the time for payment or

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or certified of the cure secured by this Security Instrument or control by Lender to any consecurity of the cure secured by this Security Instrument. modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Parrayur shall not operate to release the liability of the original Parrayur or Rorrowar's successor in interest of Parrayur shall not operate to release the liability of the original Parrayur or Rorrowar's successor in interest. interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Interest of Borrower snail not operate to release the hability of the original Borrower of Borrower's successors in interest.

Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for any successor of the commence proceedings against any successor in interest or refuse to extend time for any successor of the commence proceedings against any successor in interest or refuse to extend time for the commence proceedings against any successor in interest. Lender snan not be required to commence proceedings against any successor in interest of 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 special Payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the special Payment or otherwise and the sum of t payment of otherwise mounty 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 proclude the exercise of any right or remedy. The covenants and agreements of

by the original Borrower of Borrower 8 successors in interest. Any forbearance by Lendress 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. 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 so signs this Security. this Security instrument shall ome and benefit the successors and assigns of Lenger 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 only to mortgage grant and convey Instrument but does not execute the Note. (a) is co-signing this Security Instrument only to mortgage grant and convey of paragraph 1/. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey Instrument but does not execute the Note: (a) is co-signing this Security Instrument; (b) is not personally obligated to pay that Borrower's interest in the Property under the terms of this Security Instrument; and (c) agrees that I ender and any other Borrower may agree to extend the sums secured by this Security Instrument; and (c) agrees that I ender and any other Borrower may agree to extend that porrower's interest in the Property under the terms of this Security instrument; (b) 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 the sums secured by this Security Instrument; and the base of this Security Instrument and the Material Research and the Material Researc modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan and that law is finally interpreted so that the interest or other loan charges collected or to be collected in 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 charges chall be reduced by the connection with the loan exceed the permitted limits, then, (b) any such loan charge shall be reduced by the connection with the loan exceed the permitted limits. connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount that Borrower's consent. necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit is a sum of the permitted limit in the permitted limit is a sum of the permitted limit in the permitted limit is a sum of the permitted limit in the permitted limit is a sum of the permitted limit in the permitted limit is a sum of the permitted limit in the permitted limit is a sum of the permitted limit in the permitted limit is a sum of the permitted limit in the permitted limit is a sum of the permitted limit in the permitted limit is a sum of the permitted limit in the permitted limit is a sum of the permitted limit in the permitted limit is a sum of the permitted limit in the permitted limit is a sum of the permitted limit in the permitted limit is a sum of the permitted limit in the permitted limit is a sum of the permitted limit in the permitted limit is a sum of the permitted limit necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note

If enactment or expiration of applicable laws has the effect of partial prepayment without any prepayment charge under the Note. rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, rendering any provision of the Note of this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by a it by first class mail unless applicable law requires use of another method. The notice shall be directed to the mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the maining it by first class mail utiless applicable law requires use of another method. The notice shall be given by Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to I ander's address stated begin or any other address I ander designates by notice to Rorrower. Any notice paragraph 17 first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Rorrower or Lender when given as provided provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the given in which the Property is located. In the event that any provision or clause of this Security Instrument or the jurisdiction in which the Property is located. In the event that any provision of 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. 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. in this paragraph.

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 in full of all sums interest in it is sold or transferred (or if a beneficial interest in Borrower is require immediate payment in full of all sums interest) without Landar's prior written consent. Landar may, at its option, require immediate payment in full of all sums interest. Note are declared to be severable. 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 Sederal law as of the date of this Security Instrument.

I was of the uate of this occurry mistrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period less than 30 days from the date the notice is delivered or mailed within which Rorrower must nav all sume secured by of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this 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.

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 any limit prior to the earlier of the security Instrument discontinued at any time prior to the earlier of the property pursuant to any power of sale contained in this applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the earner of (a) 3 days (of such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument. Those conditions are that Roscower. 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 of pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration of pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration of pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration of pays Lender all sums which then would be due under this Security Instrument. (a) pays Lenuci an 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 reaconable atternage, feet and (d) takes such action as I ander many occurred; (b) cures any detault of any other covenants or agreements; (c) pays all expenses incurred in emoleng 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 reasonably require to assure that the lien of this Security Instrument shall continue unchanged. Upon reinstatement by the same secured by this Security Instrument shall continue unchanged. reasonably require to assure that the nen of this security instrument, Lender's rights in the rioperty and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by this Security Instrument and the obligations acquired barehy shall remain fully effective as if no assaleration had Dorrower, 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 12 or 17. DOLLOWEL, this Security instrument and the congations secured nereby shall remain runy enective as it no acceleration under paragraphs 13 or 17. occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

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

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made expressed or implied. The recitals in the Trustee's deed shall be prima facte evidence of the trust of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not included to manage the trustee's and often point form (b) to all expenses of the sale, including, but not therein. Arustee shall apply the proceeds of the sale in the following order: (a) to an 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

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not shan be applied hist to payment of the costs of management of the Property and conection 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

21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons

22. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title,

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

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

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Graduated Payment Rider Condominium Rider Planned Unit Development Rider 2-4 Family Rider Other(s) [specify]

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Hedlund STATE OF OREGON COUNTY OF KLAMATH The foregoing instrument was acknowledged before me this.... February 11, 1986 Gary W. Hargrave and Gary L. Hedlund (date) (person(s) acknowledging) ommission expires: 1/-12-86

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

## ADJUSTABLE RATE LOAN RIDER

3239

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

WILL RESULT IN LOWER PAYMENTS.
This Rider is made this .llthday of February 19.86 and is incorporated into and she 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
(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument are located at 303 Pine Street, Klamath Falls, Oregon 97601
110/03
Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender turner covenant and agree as follows:
A. INTEREST RATE AND MONTHLY PAYMENT CHANGES The Note has an "United Victoria Payment Changes"
+2 months thereafter
Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the [Check one box to indicate Index.]  (1) [X* "Contract Interest Research Decay Research Researc
(1) S "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Majo (2)   (2)   (3)   (4)   (5)   (6)   (7)   (8)   (9)   (1)   (1)   (2)   (3)   (4)   (5)   (6)   (7)   (8)   (9)   (9)   (1)   (1)   (1)   (2)   (3)   (4)   (5)   (6)   (7)   (8)   (9)   (9)   (1)   (1)   (1)   (2)   (1)   (3)   (4)   (5)   (6)   (7)   (8)   (9)   (9)   (10
[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 the content of the conte
(1) Linere is no maximum limit on shapes :
Below If the interest rate changes the amount affect by more than 1.00 percentage points at any Change Date
creases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.  B. LOAN CHARGES
and that law is interpreted so that the interest and that law is interpreted so that the interest and that law is interpreted so that the interest and that law is interpreted so that the interest and interest are interest.
loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount of the case of the charge the charg
necessary to reduce the charge to the permitted limit; and (B) any such loan charge shall be reduced by the amount ed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal C. PRIOR LIENS
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 I.
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 inwaiving 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 addition
or minus three (+/- 3.00) percentage points.
Gary W. Hargrave —Borrower
4 LL
Gary L. Hedlund
Borrower
* 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.  ADJUSTABLE RATE LOAN RIDER—8,81—FHIMC UNIFORM INSTRUMENT
STATE OF OREGON: COUNTY OF MI AMARY!
Filed for record at request of
of <b>February</b> A.D., 19 86 at 8:43 o'clock A M and duly and duly and duly
On Page 3235
FEE \$21.00 Evelyn Biehn, County Clerk By