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## DEED OF TRUST

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Dorrower owes I and I white Ore	gon or called ICa	The har C.
Lender the principal	35419/603 and whose - 1,, w	hich is one the beneficiary is
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dated the same	THOTOLOGICA	A.S. SOuth Signal Chisting
paid and same date as this Same	ecurity Instrument") is made onFebruary_19MARCIA_A_LEONARD_AND_ROBERT_BMOINTED.  ("Borrower"). The trustee is  GS_AND_LOAN_ASSOCIATION  SON_97603, and whose address is?  mof_THIRTY_THOUSAND_DOLLARS_AND_NO_/1  trument ("Note"), which provides for monthly paymed the debt evidenced by the Note, with interest, and an ance of Borrower's covenants and ance of Borrower'	Steet
Pard carlier, due and - " Security Inc.	trument ("Note"), which provides for monthly paymed fine debt evidenced by the Note, with interest, and a ance of Borrower's covenants and agreements under the sundary and conveys to T.	(4)
secures to tall payable on	ument ("Note") "Joy-000.00) The Mo. 1.1	00.* * * Lender")
modic to Lender: (a) the	Irch 10 2022, Which provides a mis debt is	
modifications (b) The repayment of	restruction and states for monthly man	videnced by Rorrow
Security Inch. (b) the payment of all	the debt evidence in the debt	ents, with the contower's note
the and control and control all oth	er sums	me full debt ic
the Note, For this ", and (c) the perform	sums, with interest the Mole, with interest	This Security, a not
described this purpose Rome	ance of Borrows, advanced under microst, and	ill renownt Instrument
property location for irre	Woodly Dollower's covenante diluer paragraph 7	Tellewals, extensions
λ	Trace 1. (Note"), which provides for monthly payment the debt evidenced by the Note, with interest, and a sance of Borrower's covenants and agreements under the sums, with interest and conveys to Trustee, in trust, with interest and conveys to Trustee, in trust, with interest and agreements under the sance of Borrower's covenants and agreements and agreements under the sance of Borrower's covenants and agreements	is Security of this
" LEact of Inn ?	Trustee, in truet mist	" Security Instrum.
Dewitt Idna Situates	with	ower of only intent and
Home Translated in	Tract -	of Sale, the following
Section 12 dets, a dul-	er sums, with interest, advanced under paragraph 7 to swocably grants and conveys to Trustee, in trust, with interest with interest and agreements under the swocably grants and conveys to Trustee, in trust, with interest 5 and the Northern	············· County o
the Township a duty re	Scorded "" Life Northers as	Ounty, Oregon.
the Country 5 with 11 39 South	ance of Borrower's covenants and agreements under the several services of Borrower's covenants and agreements under the several services of Trustee, in trust, with a service of Borrower's and the Northerly 28 feet of the second of Subdivision	-80.1.
	) b	rn.

A tract of land situated in Tract 5 and the Northerly 28 feet of Tract 6 of A tract of land situated in Tract 5 and the Northerly 28 feet of Tract 6 of DeWitt Home Tracts, a duly recorded subdivision, situated in the NW4SE4 of Section 12, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Northeast corner of said Tract 5; thence South 00° 04' 00" West along the East line of said Tracts 5 and 6, 332.93 feet to a point South on one of the orner common to said Tracts 5 and 6. West along the East line of said Tracts 5 and 6, 332.93 feet to a point south 00° 04' 00" West 28.00 feet from the corner common to said Tracts 5 and 6; thence South 89° 49' 00" West, parallel to the line common to said Tracts 5 and 6; thence line of said Tracts 5 and 6, 100" East 332.93 feet to a point on the North 100 of Said Tracts 5; thence North 89° 49' 00" East 261.68 feet to the point of 100 of Said Tracts 5; thence North 89° 49' 00" East 261.68 feet to the point of 100 of Said Tracts 5; thence North 89° 49' 00" East 261.68 feet to the point of 100 of Said Tracts 5; thence North 89° 49' 00" East 261.68 feet to the point of 100 of Said Tracts 5; thence North 89° 49' 00" East 261.68 feet to the point of 100 of Said Tracts 5; thence North 89° 49' 00" East 261.68 feet to the point of 100 of Said Tracts 5; thence North 89° 49' 00" East 261.68 feet to the point of 100 of Said Tracts 5; thence North 89° 49' 00" East 261.68 feet to the point of 100 of Said Tracts 5; thence North 89° 49' 00" East 261.68 feet to the point of 100 of Said Tracts 5; thence North 89° 49' 00" East 261.68 feet to the point of 100 of Said Tracts 5; thence North 89° 49' 00" East 261.68 feet to the point of 100 of Said Tracts 5; thence North 89° 49' 00" East 261.68 feet to the point of 100 of Said Tracts 5; thence North 89° 49' 00" East 261.68 feet to the point of 100 of Said Tracts 5; thence North 89° 49' 00" East 261.68 feet to the point of 100 of Said Tracts 5; thence North 89° 49' 00" East 261.68 feet to the point of 100 of Said Tracts 5; thence North 89° 49' 00" East 261.68 feet to the point of 100 of Said Tracts 5; thence North 89° 49' 00" East 261.68 feet to the point Of Said Tracts 5; the 100 of Said Tracts 5 and 6; t

See attached Adjustable Rate Loan Rider made a part herein.

which has the address of \_\_\_\_\_5311 Balsam Dr. [Street] , Klamath Falls ..... ("Property Address"); [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights. 1 OGETHER 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 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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant 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. 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.

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 1. rayment or rrincipal and interest; rrepayment and Late Charges. Dorrower shall promptly pay when the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Acron the day monthly payments are due under the Note until the Note is raid in fall form ("Eunder") and the 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; and (d) yearly hazard insurance premiums. mortgage insurance premiums, if any. These items are called "escrow items." 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 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. I ander page Rorrower interest on the Funds and applying the Funds, analyzing the account or verifying the escrow items, unless Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, 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 may agree in writing that interest shall be paid on the runds. Onless an agreement is made of 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 mithout shared on applicable for the Funds shall give 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 purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by

f 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 properly repaid to Borrower at addition to December 1997. at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the ar 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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower Opon payment in tuit of all sums secured by this Security instrument, Lender shall promptly feiting to borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later any runus neid by Lender. It under paragraph by 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 than immediately prior to the sale of the Froperty of its acquisition by application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under annual 2 shall be applied. first to late sharpes due under the Note: escend to propose the page the under the Note: escend to propose the page the under the Note: escend to propose the page the under the Note: escend to propose the page the under the Note: escend to propose the page the under the Note: escend to propose the page the under the Note: escend to propose the page the under the Note: escend to propose the page t 3. Application or Payments. Unless applicable law provides otherwise, an 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.

third, to amounts payable under paragraph 2; tourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the 4. Charges; Liens. Borrower snall pay all taxes, assessments, charges, lines 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 Rorrower makes these payments directly. Borrower shall promptly furnish to Lender all notices of amounts pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender an 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 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 prevent the enforcement of the lien or fortesture 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 and the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days. the Froperty is subject to a nen 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

of the giving of notice.

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

Onably withnest.

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 Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall prointing 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.

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 of the Property damaged, it the restoration or repair is economically leasible and Lender's security is not restorated. It 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 some secured by this Security Instrument, whether or not then due. The 30-day period will been 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 postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of change the amount of the payments. In under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property is acquired by Lender, Borrower's right to any insurance poncies 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 Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds.

Borrower shall not destroy, damage or substantially the Departy of deteriorate or commit waste. If this Source Instrument is on a leasehold. 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 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 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 December 1 and a serious pay include paying any constant 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.

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 and shall be payable with interest upon points from Lender to Borrower. security instrument. Oness portower and Lender agree to other terms of payment, these autounts shall be at 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 Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with a sessioned and shall be paid to I ander.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security whether or not then due with any excees poid to Roscower. In the event of a partial taking of the Property In the event of a total taking of the Froperty, 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 I ander otherwise agree in writing the sums secured by this 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 hafter the taking divided by the fair market value of the Property immediately hafter the taking. Any halones shall 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 a sward of cettle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is a support of the Department of 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

Doness Lender and Dollower otherwise agree in writing, any application of proceeds to principal shall not extend of the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Extension of the time for payment or 10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Barrawara and Parameters of Barrawara successor in interest. interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest.

I and a chall not be required to commonly proceedings against any successor in interest or refuse to extend time for 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

by the original porrower of porrower's successors in interest. Any forcearance by Lender in exercising any right of 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 the successors and assigns of Lender and Borrower, subject to the provisions of Lender and Borrower who co-signs this Security. of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security or paragraph 17. DOFFOWER'S covenants and agreements snall 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 Roppower's interest in the Property under the terms of this Security Instrument. (b) is not personally obligated to see that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay that borrower's interest in the property under the terms of this Security Instrument; (b) is not personally configure to pay modify forbear or make any accommodations with record to the terms 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

charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount of the permitted limits, then the charge to the permitted limits and (b) any such loan charge shall be reduced by the amount of the permitted limits and (b) any such loan charge shall be reduced by the amount of the permitted limits and (b) any such loan charge shall be reduced by the amount of the permitted limits and (b) any such loan charge shall be reduced by the amount of the permitted limits and (b) any such loan charge shall be reduced by the amount of the permitted limits and (b) any such loan charge shall be reduced by the amount of the permitted limits and (b) any such loan charge shall be reduced by the amount of the permitted limits and (b) any such loan charge shall be reduced by the amount of the permitted limits and (b) any such loan charge shall be reduced by the amount of the permitted limits and (b) any such loan charge shall be reduced by the amount of the permitted limits and (b) any such loan charge shall be reduced by the amount of the permitted limits and (b) any such loan charge shall be reduced by the amount of the permitted limits and (b) any such loan charge shall be reduced by the amount of the permitted limits and (b) any such loan charge shall be reduced by the amount of the permitted limits and (b) any such loan charge shall be reduced by the amount of the permitted limits and (b) any such loan charge shall be reduced by the amount of the permitted limits and (b) any such loan charge shall be reduced by the amount of the permitted limits and (b) any such loan charge shall be reduced by the amount of the permitted limits and (b) any such loan charge shall be reduced by the amount of the permitted limits and (b) any such loan charge shall be reduced by the amount of the permitted limits and the permitted limits and the permitted limits and the permitted limits are th connection with the toan exceed the perinted mints, then: (a) any such toan 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 in the perinted limit will be refunded to Borrower. I and a man shape to make this refund by reducing the principal away. permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. It 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, If enactment or expiration of applicable laws has the effect of may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies may require miniculate payment in run of an sums secured by this security instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by froperty Address of any other address porrower designates by notice to Lender. Any notice to Lender shall be deemed to have been given to Rossower 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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the Jos. Governing Law; Severaumty. This Security instrument shall be governed by rederat law and the law of the Note conflicts with applicable law such conflict shall not affect other provisions of this Security Instrument or the Note. Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument or the Note Note and 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 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 coursed by this Sacurity Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period less than 20 days from the data the notice is delivered or mailed within which Borrower must be all come covered 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 of not less than 30 days from the date the nonce is derivered of mancu within which nontower must pay an sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remediate parmitted by this Security Instrument without further notice of 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 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; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower:

(a) page I ender all sums which then would be due under this Security Instrument and the Note had no recoloration (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration (a) pays Lender an sums which then would be due under this security instrument and the race 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' feet and (d) takes such action as Lender may occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in entorcing 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 children in the same secured by this Security Instrument shall continue unchanged. Upon reinstatement by obligation to pay the sums secured by this Security Instrument, Lenuer's rights in the property and porrower's security Instrument shall continue unchanged. Upon reinstatement by the Security Instrument and the obligations secured barehy shall remain fully effective as if no acceleration had obligation to pay the sums secured by this security instrument shall continue ununanged. Opon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had become this sight to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17 occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's 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 reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to,

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. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

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

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

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

22. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

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

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

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security

Graduated Payment Rider Other(s) [specify]	☐ Condominium Rider ☐ Planned Unit Development Rider	2-4 Family Rider
BY SIGNING BELOW, Borrower ac Instrument and in any rider(s) executed by E	occepts and agrees to the terms and covena Borrower and coorded with it.  MARCIA A. LEONARD	hronaed (Seal)
[Spa	ROBERT B. MOIR  [ce Below This Line For Acknowledgment]	Pari —Borrower —Borrower —Borrower
STATE OF Oregon  COUNTY OF Klamath	SS:	
The foregoing instrument was acknowledged	before me this February 28, 19	86
My Commission expires: 12-19-88	. Marcia A. Leonard (dat (person(s) acknowledging)	ie)
This instrument was prepared by	Dubia Bicker	Man (SEAL)

	(Individual)	
	county of California lugles } ss.	n n n i alfansid
<b>1</b> H	On Let. 21, 1986 before me, the und State, personally appeared ROBERT B. MOIR	tersigned, a Notary Public in and for said , ,
H		, known to me
STAP	to be the personwhose namesubscribed to the within instrument and acknowledged that executed the same.  WITNESS my hand and official seal.  Signature  August Many Many Market Soft of the same	OFFICIAL SEAL DAISY MAE BEDFORD NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My comm. expires AUG 21, 1989
	DAISY MAE BEASARD  Name (Typed or Printed)	(This area for official notarial seal)

## ADJUSTABLE RATE LOAN RIDER

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

This Rider is made this . 9.9.1 day of	This Rider is made this 19th day of Pepbruary 9,9 86, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Deht (the "Security instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to LAMATIL URST FUDERAL SAVINGS AND LOMA ASSOCIATION (the "Lender") of the same date (the "Note") and the security instrument and located at The Pepper SAVINGS AND LOMA ASSOCIATION (the "Lender") of the same date (the "Note") and the security instrument and located at The Pepper SAVINGS AND LOMA ASSOCIATION (the "Lender") of the same date (the "Note") and located at The Pepper SAVINGS AND LOMA ASSOCIATION (the "Lender further covenant and agrees as follows:  Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agrees as follows:  A. INTEREST RATE AND MONTHLY PAYMENT CHANGES  The Note has an "Initial interest Rate" of 100.00 %, The Note interest rate may be increased or decreased on the 1954, day of the month beginning on 195(ch), 1,, 19.97, and on that day of the month every 1.52, months thereafter.  Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the (Check on the so indicate whether there is any maximum limit on changes in the interest rate on each Change Date.  (1) \$\sqrt{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) \$\sqrt{2}\$ "Contract Interest Rate is any maximum limit on changes in the interest rate at any Change Date.  (3) \$\sqrt{2}\$ "Contract Interest Rate is any maximum limit on changes in the interest rate at any Change Date.  (4) \$\sqrt{2}\$ "Contract Interest Rate with the interest Rate at any Change Date.  (5) \$\sqrt{2}\$ "Contract Interest Rate is any maximum limit on changes in the interest rate at any Change Date.  (6) \$\sqrt{2}\$ "T	DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.	
Lender further covenant and agrees as follows:  A INTEREST RATE AND MONTHLY PAYMENT CHANGES  The Note has an "Initial Interest Rate" of 10, 10, 8. The Note interest rate may be increased or decreased on the 1, 15. day of the month beginning on "Agrich A	Lender further covenant and agree as follows:  A. INTEREST RATE AND MONTHLY PAYMENT CHANGES  The Note has an "Initial Interest Rate" of 10,00 %, The Note interest rate may be increased or decreased on the 15t. day of the month beginning on 19,37, and on that day of the month beginning on 19,37, and on that day of the month beginning on 19,37, and on that day of the month beginning on 19,37, and on that day of the month beginning on 19,37, and on that day of the month beginning on 19,37, and on that day of the month every [1,25]. The lines of the month of the m	This Rider is made this . 19th . day of February	
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(1) There is no maximum limit on changes in the interest rate cannot be changed by more than . 1 percentage points at any Change Date.  *** [If the interest rate changes, the amount of Borrower's monthly payments will change as provided in he 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 in the interest rate will result in lower payments. B. LOAN CHARGES  It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges in the permitted limit, and (8) any sums already collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charges shall be reduced by the amount loan sum of the sums secured by the sum stready 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 shall promptly act with regard to that lien as provided in paragraph 17 of the Security Instrument, Lender may require (1)  If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1)  In the rest is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1)  By signing this, Borrower agrees to all of the above.  **Will a limit on the interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate adjustmen	(1) There is no maximum limit on changes in the interest rate and of change Date.  What E. (2) The interest rate cannot be changed by more than . 1 percentage points at any Change Date.  What If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. In the interest rate will result in higher payments. Decreases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments. The could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges. It could be that the loan secured by the Security Instrument and Italian which was interpreted so that the interest or other loan charges collected to to be collected in connection with the and that have interpreted so that the interest rate of other payments and Italian secured by the amount loan would exceed permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits; will be refunded to Borrower. Lender may schoose 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. Property subject to paragraph 17 of the Security Instrument, Lender may require (1)  If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1)  By signing this, Borrower agrees to all of the above.  **With a limit on the interest rate of (3) a change in t	[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 encounted that any	in .
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loan of plus or minus three (4/-3.00) percentage points.  *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 KLAMATH:  SS.  Filed for record at request of	loan of plus or minus three (4/-3.00) percentage points.  ***MARCIA A. LECNARD Betrower  ***MOTE Betrow	It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charge 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 exceed 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 limit has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrow shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall prompts 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 an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one 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 waiving the option to accelerate provided in paragraph 17.  By signing this, Borrower agrees to all of the above.	ges the
* 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—FHLMC UNIFORM INSTRUMENT  STATE OF OREGON: COUNTY OF KLAMATH: ss.  Filed for record at request of	* 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—FHLMC UNIFORM INSTRUMENT  STATE OF OREGON: COUNTY OF KLAMATH:  Ss.  the	loan of plus or minus three (+/-3.00) percentage points.  MARCIA A. LEONARD  —Borr	rower
STATE OF OREGON: COUNTY OF KLAMATH: ss.  Filed for record at request of	STATE OF OREGON: COUNTY OF KLAMATH: ss.  Filed for record at request of	PROBERT B. MOIR —Born	rower
STATE OF OREGON: COUNTY OF KLAMATH: ss.  Filed for record at request of	STATE OF OREGON: COUNTY OF KLAMATH: ss.  Filed for record at request of	* 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—FHLMC UNIFORM INSTRUMENT  44295-4 SAF Systems and	Forms
Filed for record at request of the the day of A.D., 19 86 at 2:50 o'clockPM., and duly recorded in Vol M86 of Mortgages on Page 3426	Filed for record at request of		
Filed for record at request of	Filed for record at request of	the 28th	day
	Evelyn Biehn, County Clerk	Filed for record at request of	
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