49576

Vol. M& Page

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

- ||Space Abort: This Line For Recording Data] -

DEED OF TRUST

("Trustee"). The beneficiary is 10 86 KLANIATH FIRST FEDERAL SAVINGS AND LOWN ASSOCIATION which is organized and existing mides the links of The United States of America and whose address is ("Lender").

540 Main Stripet, Klapath Falls, Ortson and No/100 * * *

Birrower parts Lender the principal sum of Sixty Two Thousand and No/100 * * * that the same date as the Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 10. 2016. passe castreet, the again payable on the separate of the debt evidenced by the Nove, with interest, and all renewals, extensions and morbifications. (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument, and the performance of Borrow er's coven into and agreements under this Security Instrument and the Note Fit this purpose. Becamer president and consequences, in trust, with power of sale, the following the Note Fit this purpose. Becamer president and consequences, in trust, with power of sale, the following the result in the property is cared in होत्यः गारेक्ट्रवी हम्म हम्माप् क्रियानच्यी गा

A treat of land situated in the North one-half of Section 20, Township 39 South, Range 11% East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described

Beginning at a point on the intersection of the South line of the N½ of \$41d Section 20 with the Southerly right-of-way line of the County Road, said point being \$89°16'53"W a distance of 1281.28 feet from the East one-fourth corner of said Section 20; thence \$89°16'53"W the East one-fourth corner of said Section 20 2041.57 feet; along the South line of the N½ of said Section 20 2041.57 feet; themce \$82.95 feet to the Southerly right-of-way line themce \$82°38'20"E \$72.95 feet to the Southerly right-of-way line and the County Road: thence following said right-of-way line in a of the County Road; thence following said right-of-way line in a Southeasterly direction to the point of beginning.

See attached Adjustable Rabs Inan Rider sude a part herein.

which has the address of No. Poe Valley Road [Street]	Bonanza (City)
which has the address of No. Poe Valley forms	
97623	the property, and all easements, rights

TOOLTHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtmances, reputs, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the

foregoing is referred to in this Security Instrument as the "Property." BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property's unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Propert j against all claims and demands, subject to any encumbrances of record.

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

UNIFORM COVENANTS EXEMPTINE and Lenger covenant and agree as tonows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interestion the debt evidenced by the Note and any prepayment and late charges due under the Note.

the principal of and interestion the dept evidences by the roote and any prepayment and late charges due under the Note.

2. Funds for Taxer and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender to a the day mouthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to the Lender to a the day mouthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to the Lender to a the day mouthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to the Lender to a the day mouthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to the Lender to a the day mouthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to the Lender to a the day mouthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to the Lender to a the day mouthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to the Lender to a the day mouthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to the Lender to a the lender to a one twelfill of (a) yearly takes and assessments which may attain priority over this Security Instrument; (b) yearly broaded assessments which may attain priority over this Security Instrument; (d) wearly broaded because of the Democratic feature of the property of the one-twellith of (14) yearly takes and assessments which may attain priority over this Security Instrument; (b) yearly largerbald payments or ground cents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly most tight payments or ground cents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly hazard plantage premiums, if any. These items is a called "escrow items." Lender may estimate the Funds due on the Business of future as crow items.

The ferries that a and responsible commands of future escribe terms.

The ferries that be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or the ferries that he held in an institution the deposits or accounts of which are insured or guaranteed by a federal or the ferries that the held in an institution. I and a chall make the federal or any the account terms of federal or the federal or and the federal or Unit funds, coall be beind in an institution the reposits or accounts of which are insured or guaranteed by a tederal or timbe higher is (including limiter if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, unless timber higher to shoulding and applying the Funds, analyzing the account or verifying the escrow items, unless timber and the finds and applying the Funds, analyzing the account or verifying the escrow items, unless timber and the finds and applying the funds analyzing the account or verifying the escrow items. been of the rest data and reasonable estimates of future escrew items. Lender many part charge for holding and applying the Funds, analyzing the account or ventying the escrow items, unless Lender from Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender from Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender from a significant in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law production are applicable and a fundamental formula to be easily and the fundamental to be read a fundamental formula to be read a fundamental formula to be read. The lines of the surrounding that interest some paid on the Funds. Unless an agreement is made or applicable law requires interest to be faid, Lender shall not be required to pay Extrower any interest or earnings on the Funds Lender shall not be required to pay the funds showing credite and debite to the Funds and the shall not be required to pay the funds showing credite and debite to the Funds and the the little of the substitute of the Eurode was made. The Eurode was additional country for the curre coursed by manifert to reserve . without energe, an amplai incuming of the runes showing creats and debits to the runes and the partition which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by the formal security for the sums secured by

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to This does dates of the currow thems, shall exceed the amount required to pay the escrew items when due, the excess shall be, an "Room reports controls thems, while exceed the amount required to pay the escrew items when due, the excess shall be, an "Room reports controls to be accounted to be accounted to the escrew items when due, the excess shall be, and "Room reports controls to be accounted to be accounted to be accounted to the escreward of the escreward o as Burn parting options, either promptly repail to Borrower or credited to Borrower on monthly payments of Funds. If the the Security Instrument. armitted of the Fundi lightly by Lender is not unficient to pay the exercise when due, Borrower shall pay to Lender any armitted of the Fundi lightly Lender is not unficient to pay the exercise when due, and a second pay to Lender any armites a required by Lender is the clothesman in second payers as required by Lender.

Upon payment in full of all sums scaped by this Security Instrument, Lender shall promptly refund to Borrower MINORITY DESCRIBARY TO TRADE UP the deficiency in origin in the payments as required by Lender. any Funds held by Linder. If under paragraph 19 the Property is, sold or acquired by Lender, Lender shall apply, no later than animodiately proce to the sile of the Property or its acquisition by Lender, any Funds held by Lender at the time of

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the land 1 and 2 that the applicable feet to leave shortered the under the Notes cound to prepayment charges due under the application as a credit against the sums secured by this Security Instrument. privage that I and 2 shall be applied first, to late tharges due under the Note; second, to prepayment charges due under the Note; when I and 2 shall be applied first, to late tharges due under the Note; second, to prepayment charges due under the Note; when I are about the small provider that the small provider that

Property which may attain priority over the Security Instrument, and leasehold payments or ground rents, if any.

Buttower shall pay these obligations in the mainer provided in paragraph 2, or if not paid in that manner, Borrower shall pay these obligations in the mainer provided in paragraph 2 attains priority over the Security Instrument, and leasehold payments or ground rents, if any.

Buttower shall pay these obligations in the mainer provided in paragraph 2, or if not paid in that manner, Borrower shall pay these obligations in the mainer provided in paragraph 2 attains to Lender all notices of amounts pure them on time directly to the person (read mayment. Borrower shall promotly furnish to Lender all notices of amounts pure them on time directly to the person (read mayment. Borrower shall promotly furnish to Lender all notices of amounts.) part there was pay these companions in the manner provided in paragraph 2, or it not paid in that manner, nortower shall promptly furnish to Lender all notices of amounts to be made threatly to the person of a disposition of the most representation of the most rep to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender

Herrower thall promptly discharge any lien which his, priority over this Security Instrument unless Borrower: (a) Reference that promptly discharge an fitten which has priority over this becurity instrument unless porrower; (a) agrees in writing to the payment of the chirple ion secured by the lien in a manner acceptable to Lender; (b) contests in good fitted the form by the fitted by the fitt That he ther them by, for defends upainst enforcement of the lien in, legal proceedings which in the Lender's opinion operate to proceedings the authorized by the process of the lien on the lien of the lien on the authorized to the lien of the lien of the lien of the lien on the authorized to the lien of neceipts evidencing the payments. PRINCIPLE FOR THE PART OF THE PRINCIPLE OF THE HER HE, LEGAL PROCESSINGS WHICH IN THE LEGAL'S OPINION OPERAL TO THE HER HE, LEGAL PROCESSINGS WHICH IN THE LEGAL'S OPINION OPERAL TO THE HER HE PROPERTY; OF (C) SECURES From the holder of the lien an arrangement the conference of the lien of forfeiture of any part of the Property; Or (C) Secures from the holder of the lien and part of the conference of the lien of forfeiture of the lien to this Security Instrument. If I ender determines that any part of a received substitute to I receive substitute to I receive the lien to this Security Instrument. present the enhancement of the tien of inferture of any part of the Property; or (c) secures from the noider of the file afterment utilities to Linder suborthisting the lien to this Security Instrument. If Lender determines that any part of the Property in turbert to a lien which man attain property over this Security Instrument. I ender man size Borrows. the Property in subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a racke identifying the hen. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days

The firing of terrice.

5. Hazird lasurance. Borninger shall keep the improvements now existing or hereafter erected on the Property numerical against less by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires. The focusing insurance. This insurance shall be maintained in the amounts and for the periods that I ender requires. The PRIMERY ARABIST WAS BY MEE, DAZZETUS INCHUOZA WITHIN THE LETTE EXTENDED COVERAGE AND ANY OTHER HAZZETUS FOR WHICH LEDGER IT EXTENDED TO THE HAZZETUS FOR WHICH LEDGER AND ANY OTHER HAZZETUS FOR WHICH LEDGER THE AMOUNTS AND FOR THE PRIMERY OF THE HAZZETUS FOR WHICH LEDGER THE AMOUNTS AND THE HAZZETUS FOR WHICH LEDGER THE HAZZETUS FOR WH insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be of the firing of tenice.

All invarance policies and resewifts shall be acceptable to Lender and shall include a standard mortgage clause. Lender thall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receives and reserved notices. In the ment of loss, Borrower shall give prompt notice to the increases Lether shall rase 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 unreasonably withhelid

Coless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair to them. The property damaged if the rectornic or repair is aconomically facility and I ender's security is not becomed. If the carrier and lander. Lender may make proof of loss if not made promptly by Borrower. of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the of the Property damages, it the restoration or repair is economically teasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Londer's security would be lessened, the insurance proceeds shall be responsible or repair is not economically feasible or Londer's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Society Instrument, whether or not then due, with any excess paid to Borrower. If Bottomer attendions the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has oftened to write a claim when Lander way collect the interpretations to write a claim when Lander way collect the interpretations. offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Proceeds of the State of the Stat 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 unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or unless the amount of the nauments. If

Postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting the paragraph 19 the Property is acquired by Lender, Borrower's right to the extent of the sums secured by this Security from daragree to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security from damning to the Property prior to the acquisition

6. Preservation and Maiatemence of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Represents the language of the lease and if Decreases for title to the Bronards the Language of the lease and if Decreases for title to the Bronards the Language of the lease and if Decreases for title to the Bronards the Language of the lease and if Decreases for title to the Bronards with the property of the lease and if Decreases for title to the Bronards. Borrower shall comply with the program to the least, and if Borrower acquires fee title to the Property, the leasthold and Instrument immediately prior to the acquisition. If Borrower fails to perform the

covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect.

I ander's rights in the Property for these approaching in banks onto a probate for condemnation or to enforce laure or fee title shall not merge unless Landon agrees to the merger in writing. Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may the act of paying what were a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may the act of paying management to protect the value of the Property and Lender's rights. regulations), then Lender may (loard pay for whate/er is necessary to protect the value of the Property and Lender's rights in the Property. Lunder's actions can include powing any summer coursed by a lien which has priority over this Security in the Property. Linder's actions may include paying any sums secured by a lien which has priority over this Security Instrument, annearing in court, red ing reasonable attornave? feet and entering on the Property to make renaise. Although Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this y Instrument. Unless Force yer and I ender correct to the reason of payment, these amounts shall be a linear force. Lender may take action under this paragraph 7, Lender does not have to do so. 4387

Security Instrument. Unless forrower 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. requesting payment.

If Lender required mortgage ansurance 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 Forrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make masonable entries upon and inspections of the Property. Lender thall 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 any dendermention or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall 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, unless Borrower and Lender otherwise appee in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the thir ra irket value of the Property immediately before the taking. Any balance shall be

If the Property is abandoned by Berrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and a oply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

10. Borrower Not Released; Forbearance By Lender Not a Walver. 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 Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Horrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall rest be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound: Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions (x) paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security It strument but does not execute the Note (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, fortear or make any accommedations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Lown Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the exemitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borros er. 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. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies per mitted by panigraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

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

11.5. Governing Law; Severabiling. This Security Instrument shall be governed by federal law and the law of the jum sdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the No e 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

Not e 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 of a Beneficial Interest in Borrower. If all or any part of the Property or any materest in it is seed or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural penson) without Lender's prior written dons at, 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 Anderal Lim as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower facts to pay these sums prior to the expiration of this period. Lender may invoke any

temodies permitted by this Seminty Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. | 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 Security Instrument, or (b) entry of a julyment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred. (b) supply any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may these makey require to assure that the little of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Bort ower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had order red. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

(P. (1)

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

19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's here ich of any commant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 usless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the def sult; (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 revistate 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 iramediate 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, reasonable attorneys' fees and costs of title evidence.

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 resorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the munner prescribed by applicable law to Florrower 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 bilder 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 fellowing order: (a) to all expenses of the sale, including, but not li nited 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 this Security Instrument. 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 legally entitled to it. Such person or persons shall pay any recordation costs.

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.

25. Riders to this Security Instrumenthis Security Instrumenthis Security Instrument, the covenants and agreements	IL. III OHE OF THOSE TIMES AND THE	Borrower and recorded together with corporated into and shall amend and rider(s) were a part of this Security
Instrument. [Check applicable box(cs)]	Condominium Rider	2-4 Family Rider
Griduated Payment Rider	Planned Unit Development Rid	er
Other(s) [specify]		. 1 . Alia Conveity
Instrument and in any rider(s) executed vy	Heur &	hello (Seal) June flello (Seal) ighello —Borrower
STATE OF OREGCH COUNTY OF KLAMATH		
The foregoing instrument was 10km) who Renato I. Duright I	to and Ficrella M. Durighello (person(s) acknowledging)	1986 (date)
My Comphission expires: 6-16-	88 Darlene	Notary Public (SEAL)

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

ADJUSTABLE RATE LOAN RIDER

4991

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

This Rider is made this 26th (avol. March 86	
This Rider is made this	shall
TEXTS 1 Of 18th same data since the six and the six an	
The state of the s	
locality at the valley Road. Bonanza Organia described in the Security Instrument	
Property Address	
Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower Lender further covenant and agree as follows:	
AND THE RESIDENCE TO A TAKE A SECOND CONTRACTOR OF THE PROPERTY OF THE PROPERT	
The Note has an "Initial Interest Rate" of 9.25. %. The Note interest rate may be increased or decreased on day of the month beginning on September 1. 19.87.	
September 1 September 1 10 87	the
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What gets in the interest rate are movement by changes in the	•
[Check one Non-reconstitute Index]	the:
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There is the how to indicate whether there is any my immediate.	•••
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107 - ARCKES BO MAZIMUM I - I - I	
If the interest rate changes, the amount of Borrower's monthly navments will absolute at any Change Date.	
If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. I	
Citases 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.	ln-
It could be that the land and t	ts.
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 sollier to be sollier.	
Will would stated permitted limits but at the second of the Collected in connection with a	1
West will be the charge to the charge to the charge to the charge shall be reduced by the	
the period of th	d-
or ed under the Note or by making a direct name and a second to make this felling by reducing the princip	al
C. FRIUR LIENS	
If Lender determines that all or tiny part of the sums secured by this Security Instrument are subject to a lie	
which has priority over this Security lists ment, Lender may send Borrower a notice identifying that lien. Borrower and the Security with regard to that lien as provided it paragraph 4 of the Security I.	:n
shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly act with a form satisficatory to Lender subordinating that lien to this Security Instrument or shall promptly act with the security act with the s	er
D. TRANSFER OF THE PROPERTY	у
If there is a transfer of the December 1.	
If there is a dramafer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1 there is a time current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one in the change (if there is a limit), or (3) a change in the Base Index figure, or all of the	,
well at fall ending (if there is a limit) of (1) (at any one in	<i>)</i>
walling the option to accelerate provided in property and of these, as a condition of I ender's	8
By lighting this. Borrower agrees to all of the	•
Table 4 AIRIE On the intermet water at	
(r = inus three (*/- 3.00) percentage points.	
Baco to & Duri Se Store	
Renato I. Durighello (Seal)	
-Borrower	
Fiorella M. Durighello (Seal)	
See M. Due / Well	
Fiorella M. Durighello —Borrower	
To the state of th	
* By Water them one has to the state of	
* U way then one bax is checked or U m) hax is checked, and Lender and Borrover do not otherwise agree in writing, the first Index named will apply. ALLJI STABLE RATE LOAN RIDER—681-1908: PROFILE PROFILE PROFILE.	
ALLII STABLE RATE LOAN RIDER—681-4 MM; IMPORIM INSTRUMENT	

STATE OF OREGON: COUNTY OF ELAMATH:ss
I hereby certify that the within instrument was received and filed for record on the 26th day of March A.D., 19 86 at 3:59 o'clock P M, and duly recorded in Vol 1886. of Mortgages on page 4987 EVELYN BIEHN, ÇOUNTY_CLERK

Fea: 3_21.00

.Deputy