Loan #09-13121

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MTC #16830

M86 Page

After recording please return to:

Klamath First Federal P. O. Box 5270 Klamath Falls, Oregon

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made onJuly 25 19.86... The grantor isRichard T. Luttrell and Zona Jean Luttrell, husband and wife ("Borrower"). The trustee is William Lt. Sisemore

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION ("Trustee"). The beneficiary is which is organized and existing

Borrower owes Lender the principal sum of .Fifty=one..Thousand..Seven..Hundred..and..No/100******* secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and

A portion of Lot 5 in Block 4 of TRACT NO. 1002, LA WANDA HILLS, in the County of Klamath, State of Oregon, more particularly

Beginning at a 5/8 inch iron pin marking the most Southern corner of said Lot 5; thence North 00°01'20" East along the West line of said Lot 5, 423.70 feet to a $\frac{1}{2}$ inch iron pin; thence South 69° 22'33" East, 325.42 feet to a $\frac{1}{2}$ inch iron pin on a point on curve of the Northerly right of way line of Gearhart Street from which the radius point of said curve bears North 68°19'09" West, 248.85 feet; thence along the arc of a 248.85 feet radius curve to the right (delta = 26°19'09": Long Chord = South 34°50'25" West, 113.31 feet) 114.31 feet to a 5/8 inch iron pin at the end of curve; thence South 48'00'00" West, 322.92 feet to the point of

See attached Adjustable Rate Loan Rider made a part herein.

which has the address of	earhartStreet	
Oregon	Gearhart. Street	Klamath_Falls

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

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

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

OREGON-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

7.,

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 Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

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 the paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by 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 restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin

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

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and 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 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 rate and shall be payable, with interest, upon notice from Lender to Borrower

Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) nave Lender all sums which then would be due under this Security Instrument and the Nets had an antibustic (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration (a) pays Lenger an sums which then would be use under this security instrument and the ivoic 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 resconable attorneye? fees and (d) takes such action as Lender may Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to not the sume contract by this Security Instrument, Lender's rights in the Property and Borrower's bell continue unchanged. Here reinstructures the reasonably require to assure that the nen of this security instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower this Security Instrument and the obligations convert hereby that remain fully effective as if no consideration had bongation to pay the sums secured by this Security instrument snall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

of not less than 30 days from the date the notice is derivered of maned within which bottower must pay an sums secure oy othis 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 a start of this Security Instrument discontinued at any time prior to the continue of (a) 5 days (arouse other prior of the section of (a) 5 days (arouse other prior of the section of (b) 5 days (arouse other prior of the section of (b) 5 days (arouse other prior of the section of (b) 5 days (arouse other prior of the section of (b) 5 days (arouse other prior of the section of (b) 5 days (arouse other prior of the section of (b) 5 days (arouse other prior other p 18. Borrower's Right to Reinstate. It 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 judgment enforcing this Security Instrument. Those conditions are that Borrower

person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums ecoured by this Security Instrument However, this option shall not be everyised by Lender if everyise is prohibited by secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by for a summer of the date of this Security Instrument. federal law as of the date of this Security Instrument. federal law as of the date of this Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fulls to new these sums prior to the expiration of this period. Lender may invoke any

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
in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property of 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 without I and a provide the p

Note conflicts with applicable law, such conflict shall not affect other provision of clause of this Security Instrument of the Note which can be siven effect without the confliction. To this and the 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 or the Provision. Note are deployed to be severable Note are declared to be severable.

paragraph. 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the 15. Governing Law; Severability. This Security instrument shall be governed by leaderal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shell not offerst other provisions of this Security Instrument or the Note.

 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by
 it by first class mail uples applicable low continue up of another method. The paties 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 maning it by first class man unless applicable law requires use of another method. The notice shall be directed to use of another include. Any notice to Lender shall be given by for the participation of a direct of the participation of the fronting Audress of any other address borrower designates by nonce to Lender. Any nonce 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 or provided for in this Security Instrument shall be deemed to have been given to Borrower of Lender when given an provided inst class man to Lenger's address stated herein or any other address Lenger designates by nonce to borrower. Any nonce provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Decorrow.

13. Legislation Anecting Lenger's Kights. 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, rendering any provision of the twole of this becurity 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 payment by the option this option. I option shell take the structure resided in the second payment of If enactment or expiration of applicable laws has the effect of may require infinitionate payment in tun of an sums secured by this Security instrument and may invoke any remember permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

necessary to reduce the energe to the permitted limit; and (b) any sums an easy concerct from borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed permitted limits by the reduction will be treated as a permitted minis will be relunded to borrower. Lender may choose to make this relund 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 portial prenoument without any prenoument observe under the Note. partial prepayment without any prepayment charge under the Note.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan and that low is facilly interpreted so that the interpret of other loan shares collected or to be collected in 14. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in the secure with the loan property the maximum (a) and such that the interest of other loan charges collected by the amount charges, and that have is many interpreted so that the interest or other loan charges conjected or to be conjection in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount processory to reduce the above to the permitted limits and (b) any such loan charge shall be reduced by the amount connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded

that borrower's interest in the property under the terms of this becurity instrument; (U) 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, modify the sums of this Security Instrument at the barrower details and the barrower in the black with our the same secured by this security instrument; and (c) agrees that Lender and any other borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent

ot be a waiver of or preclude the exercise of any right or remeay. 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of 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 the successors and assigns the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Domentary interest in the Departy 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 obligated to pay the sume secured by this Security Instrument; and (c) arreas that Londer and any other Personally obligated to pay

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 sume secured by this Security Instrument by ration of any demand made payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made payment or otherwise mounty amon tradition of the sums secured by this becurity 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 univer of or predude the exercise of pair right or remedy.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. 10 Rorrower Not Delegad: Forbearance By Lender 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 payments restriction of the sume secured by this Security Instrument granted by Londer to any successor in to, borrower two keleased; roroearance by Lender two a waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interact of Borrowicz shall not another to release the lightlitter of the animal Borrowicz of Borrowicz shall not another to release the lightlitter of the animal Borrowicz of Borrowicz shall not another to release the lightlitter of the animal Borrowicz of Borrowicz shall not another to release the lightlitter of the animal Borrowicz of Borrowicz shall not an another to release the lightlitter of the animal Borrowicz of Borrowicz of Borrowicz shall not an another to release the lightlitter of the animal Borrowicz of Borrowic

If the rioperty is abandoned by borrower, or it, after notice by Lender to borrower that the condemnor oners 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 order is outborized to collect and engly the respond to the respond to Lender within 30 days after the date the notice is since an award of settle a claim for damages, borrower rais 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 sume secured by this Security Testermore, whether error then due

the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking. Any belance 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

y. Concernation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this secure. Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, and to add otherwise areas in writing the sums around by this Convict. Instrument shall be added by instrument, whether or not then due, with any excess paid to borrower. In the event of a partial taking of the rioperty, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceede multiplied by the following fraction: (a) the total amount of the sume secured immediately.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

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 borrower shall pay the premiums required to maintain the insurance in effect until such time as 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 6. Inspection. Lenger or its agent may make reasonable entries upon and inspections of the property shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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			Sichas	d Tobett. M	
			Richard	T. Luttrell	/////Seal) ///Borrower
	!		Kona Jean	flan Lui	Thell (Seal)
		[Space Belo	w This Line For Acknowledg	ment]	-Borrower
STATE OF	QREGON				
COUNTY OF	Klamath		SS:		
The foregoing	g instrument was a	acknowledged before	ne this	7.257.1986	
		ell.and.Zopa.J (perso	ean. Luttrell n(s) acknowledging)	(date)	••••••
Pry Commission			Darline	Starle	
This instrument	was prepared by	Klamath First	Pod	Notary Public nd Loan Association	(SEAL)
44770		······································	rederal Savings a	nd Loan Association	1

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.

Graduated Payment Rider

Other(s) [specify]

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

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

Condominium Rider

Planned Unit Development Rider

2-4 Family Rider

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,

legally entitled to it. Such person or persons shall pay any recordation costs.

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

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

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

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 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,

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,

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

Loan #09-13121

MTC #16830

ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. IN-CHE ACED IN THE INTERECT RATE WHY DECLIFT IN INCLER RAVAENTS

CREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS.

13353

DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows: A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

INTEREST KATE AND MUNIALY FAYMENT CHANGES The Note has an "Initial Interest Rate" of . 9, 90%. The Note interest rate may be increased or decreased on the dow of the month basis of the sector of the month basis of the mont Ine Note has an "Initial Interest Kate" of . 7, 91%. The Note interest rate may be increased or decreased on the last . day of the month beginning on September ... l., 19. 87. . and on that day of the month every [Check one box to indicate Index.]

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: eck one box to indicate Index.] (1) [3]* "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major of Londers" published by the Federal Llome Loop Bank Board Types of Lenders" published by the Federal Home Loan Bank Board.

see note below

[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 (1) There is no maximum limit on changes in the interest rate at any Change Date. I nere is no maximum limit on changes in the interest rate at any Change Date. The interest rate cannot be changed by more than .1,00 percentage points at any Change Date.

*(2) If the interest rate cannot be changed by more than .+. VV percentage points at any Change Date. If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. In-It the interest rate changes, the amount of borrower's monthly payments will change as provided in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments. LOAN CHARGES It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges that have in interpreted on that the interpret or other loan charges collected or to be collected in connection with the It could be that the ioan secured by the becurity instrument is subject to a law which sets maximum ioan charges and that law is interpreted so that the interest or other ioan charges collected or to be collected in connection with the beau would award pormitted limite. If this is the force that (A) any such loss above double bound by the produced by the and that law is interpreted so that the interest or other loan charges conjected or to be conjected 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 loan would exceed the permitted limits and (P) any sums already collected from Dorrow's which amount

ioan 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 exceednecessary to reduce the charge to the permitted minit; and (b) any sums already conected from borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal

PRIOR LIENS If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien to be adjusted on this Security Instrument and Postovice 2 potice identifying that lies Postovice

It Lenger determines that an or any part of the sums secured by this becurity instrument are subject to a new which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lies. Borrower which has priority over this Security instrument, Lenger 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 or shall promptly shall promptly act with regard to that tien as provided in paragraph 4 of the Security Instrument or shall secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument. INANOPER OF THE FROMENTS If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) increase in the current Note interest rate of (2) an increase in (or removal of) the limit on the amount of any one in It there is a transfer of the Property subject to paragraph 1/ of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one in-

an increase in the current role interest rate, or (2) an increase in (or removal or) the limit on the amount of any one in-terest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's by signing uns, borrower agrees to an of the above. With a limit on the interest rate adjustments during the life of the loan of plus

Fichard T. Luttrell ·····(Scal) Jean Justice -Borrower Ana Jean Juttrell ···· (Scal)

13349

4m

County Clerk

M86

Evelyn Biehn,

By

ADJUSTABLE RATE LOAN RIDER-6/81-FHLMC UNIFORM INSTRUMENT STATE OF OREGON: COUNTY OF KLAMATH: Filed for record at request of SS. July A.D., 19 86 at _ 8:43 o'clock of Morrgages FEE A_M., and duly recorded in Vol. \$21.00 30rh _ on Page _