14654 Vol. Male Page

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Loan #09-13122

MIC #16782

After recording please return to:

Klamath First Federal P. O. Box 5270 Klamath Falls, Oregon 97601

[Space Above This Line For Recording Data] -DEED OF TRUST THIS DEED OF TRUST ("Security Instrument") is niade on ......July...28. ("Trustee"). The beneficiary is When a street, Klamath Falls, Oregon 97601 and No/100\*\*\*\*\*\* 540 Main Street, Klamath Falls, Oregon 97601 ("Lender"). Borrower owes Lender the principal sum of Seventy-seven Thousand and No/100\*\*\*\*\*\* Cated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not raid earlier, due and payable on .....August 5.2. 2016. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and rest for the security (b) the repayment of all other turns with interest advanced under represents 7 to protect the security of this 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 parcel of land situate in the NW2 of the NE2 of Section 17, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as Beginning at a point on the North line of the  $NW_{2}^{1}$  of the  $NE_{2}^{1}$  of Section 17, which said point intersects with the Easterly right of way line of Reeder Road; thence South along said Easterly right way line of needer noad, thence south along Salu Easterly Fight of way line of Reeder Road, 330 feet; thence East 660 feet; thence North 330 feet more or less to the North line of said NWz of the NEL, thence West along said North line 660 feet more or less to the point of beginning. 111111 See attached Adjustable Rate Loan Ricer made a part herein. The second second second 976()3. ("Property Address"); TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, Oregon ......[Zip Code] appurtenances, renus, 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." foregoing is referred to in this Security Instrument as the "Property." BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and convey the property and that the property is unchedimeted, except for chedimorances 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-FNIAA/FHLMC UNIFORM INSTRUMENT

Form 3038 12/83 44737 SAF SYSTEMS AND FORMS CHICAGO, IL

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: 14655 1. Payment of Principal and Laterest; Prepayment and Late Charges. Borrower shall promptly pay when due actual of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Payment of Principal and Laterest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debi evidenced by the Note and any prepayment and late charges due under the Note and any prepayment and late charges due under the Note. Subject to applicable law or to a written waiver by Lender, Borrower shall promy the Note. The Note is paid in full, a sum ("Funds") equal to assessments which may attain priority over this Security Instrument; (b) yearly to Lend'er on the dify 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 Fround rents on the Property. if any: (c) yearly hazard insurance premiums; and (d) yearly one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or Fround rents on the Property, if any; (c) yearly hazard insurance premiums; if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and deasonable estimates of future escrow items. basis of current data and AcaSonable estimates of future escrow items. The Funde chall be held in an institution the densite or encourt of current data and scasonable 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 genery (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the 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 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, Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and 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

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 shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds. Lender purpose for which each d thit to the Funds was made. The Funds are pledged as additional security for the sums secured by shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument. curity Instrument. If the umount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to e dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, If the unnount 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 ex at Borrower's option. either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the 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 tw Lender is not sufficient to pay the escrow items when due. Borrower shall pay to Lender any

at Horrower'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 Funds. If the amount necessary to make up the deficiency in one or more payments as required by Lender. amount of the Funds held ty Lender is not sumclent to pay the escrow items when due, boy 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 nt 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 ands held by Lender. If uncler paragraph 19 the Property is sold or acquired by Lender. Lender shall apply, no later Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If uncler 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 any Funds held by Lender. If uncler 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 shall apply, no later application as a credit against the sums secured by this Security Instrument. application as a credit against the sums secured by this security instrument.

ation as a credit against the sums secured by this Security Instrument. **3. Application of Pay ments.** Unless applicable law provides otherwise, all payments received by Lender under aphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under under Note; third, to amounts payable; under paragraph 2: fourth, to interest due; and last, to principal due. paragraphs I and 2 shall be applied: first, to late charges due under the Note; second, to prepayment Note; third, to amounts payable: under paragraph 2; fourth, to interest due; and last, to principal due. 4: Charmes I liene Burrower shall hav all taxes assessments charges fines and immosition Note; third, to amounts payable uncler 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

receipts evidencing the payments.

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 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 Eorrower makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. 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 receipts evidencing the payments. ts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender: (b) contests in good 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

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; (b) contests in good prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien and agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien a 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 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 notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give 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. giving of notice. 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property dagainst loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender 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 shall be chosen by Borrower subject to Lender's approval which shall not be

requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. Sonably withheld. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender 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 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 Lender carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall 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 sha and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower other wise agree in writing, insurance proceeds shall be applied to restoration or repair Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the

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 restoration. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to restoration. 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 restoration or repair is not economically frasible 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 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 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 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 when the notice is given. the notice is given. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or at the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments referred 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

under puragraph 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 acouires fee title to the Property, the leasehold and change the Property, allow the Property to delerionate 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. fee title shall not merge unless Lender agrees to the merger in writing. Borrower shall not destroy, damage or substantially 7. Protection of Lender's Rights in the Phoperty; Mortgage Insurance. If Borrower fails to perform the 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

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 processing in bankruptcy, probate, for condemnation or to enforce laws are 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 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 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. r may is ke action under this paragraph 7, Lender does not have to do so. Any aniounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this y Instrument. Unless Borrower and Lender stree to other terms of payment, these amounts shall bear interest from Any anounts disbursed by Lender under this pars graph 7 shall become additional debt of Borrower secured by Security Instrument. Unless Borrower and Lender scree to other terms of payment, these amounts shall bear interest by the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting Bayment.

obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had (xccurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 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. These conditions are that Borrower Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the same control by this Security Instrument, chall continue unchanged. Upon reinstatement by

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower. 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have an interment of this Constitut Instrument discontinued at the time prior to the applier of the S days for such other period on

person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law us of the date of this Security Instrument.

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 tip it is sold or transferred and Borrower is not a natural interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

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

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 utiless 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 provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

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 permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted mult; and (b) any sums already concered from bottower which executed 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.

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

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. 10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for 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 Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a wniver 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

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender 5. Inspection. Listicer or its agent may make reasonable entries upon and inspections of the trope shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Inst It Lender required mortgage insurance as a condition or making the toan 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.

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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 25. Rivers to this security instrument, it one of more music and executed by homover 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. supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Graduated Payment Rider Condominium Rider Planned Unit Development Rider 2-4 Family Rider Other(s) [specify] By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Eorrower and recorded with it. Liance Dum (Seal) -Borrower Gary J. Williams [Space Below This Line For Acknowledgment] . STATE OF ...... OREGON COUNTY OF ......KLAMATH SS-The foregoing instrument was acknowledged before me this.....July. 28, 1986..... J. Williams \*\*\*\*\* (date) (person(s) acknowledging) My commission expires 6-16-88 Darlene Druce This instrument was prepared by ..... Klamath . First . Federal . Savins . and . Loan . Association ...... 10 1.

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 theil reconvey the Deconstrumithent moments and without charge to the percent of percent

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially uppointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including these past due. Any rents collected by Lender or the receiver Person, by agent of by judiciany appointed receiver) shan be entired 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 including the second receiver's face and then to the sume secured by limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

increment in usice such appropriate proceeds of the safe in the following order: (a) to all expenses of the safe, including, our not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the parcon of parcone locally emittled to it

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, Trustee snall deriver to the purchaser Trustee's deed conveying the Froperty 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 the sole in the following order (a) to all eveness of the sole including but not capiesses of implies. And rectars in the Arustee's used shall be prima facte evidence of the train 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 atterneys' from (b) to all sume second by this Security Instruments and (c) any average

able attorneys nees and costs of this evidence. If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the If Lenger invokes the power of sale, Lenger shan 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 the mart of the Droperty is located. Usually or Trustee shall give notice of sale in the 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 Rorrower and to other persons prescribed by applicable law After the time manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time name preserved by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidde at the time and place and under the terms designated in the patient of sale in one of more persons and in one and on required by applicable law, i rustee, without demand on borrower, shall sell the property at public duction to the inguest 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 methods are called all of all or any parcel of the Droperty by public approximation to the time and bidder at the time and place and under the terms designated in the notice of sale in one of more parcets 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 provide by scheduled cale. Used on an the designed from purchase the Departy of any cale

NON-UNIFORM COVISNANTS. 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 nonowing borrower so and the 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 data not loss thun 10 down from the data the notice is mined to Bornows to work the default must be concerned. 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 ours the default on or before the date specified in the notice may recult in acceleration of the sume and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums and ky this Consulty Instrument and cale of the Droporty. The notice shall further inform Rorrower of the right to secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to principle of the security and the wight to bring a court estion to accort the non-axistance of a default or any other secures by this Security instrument and sale of the property. The notice shall turther more borrower of the right to bring a court action to assert the non-existence of a default or any other defense of Romewar to acceleration and cale. If the default is not sured on or before the default or any other to acceleration and cale. If the default is not sured on or before the default or any other to acceleration and cale. 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 at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the parameters of cale and any other remedies permitted by applicable law. I order shall be entitled to demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all opported in unstand the remedies provided in this percentage to including but not limited to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and upsis of title avidance

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**ADJUSTABLE RATE LOAN RIDER** 

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MTC #16782

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

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

located at .....Rt. 2. Box .705A, Klamath Falls, Oregon .97603 Property Address

Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows: A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an "Initial Interest Rate" of 9.00. %. The Note interest rate may be increased or decreased on the . Lat day of the month beginning on ... September ... 1 ..., 19.87... and on that day of the month every . 12. months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: [Check one box to indicate Index.]

D\* "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board. (2) •

..... [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

Oan #09-13122

see note below

(1) □ There is no maximum limit on changes in the interest rate at any Change Date.
 ★\*(2) ☑ The interest rate cannot be changed by more than a state at any Change Date.

The interest rate cannot be changed by more than . 1.00 percentage points at any Change Date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

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

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.

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

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

Gary J. Williams Dom (Seal) -Borrower

-Borrower

te and Form

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" or if no box is checked, and Lender and Barrower do not otherwise agree in writing, the first Index na ADJUSTABLE RATE LOAN RIDER--6/81-FRAMC UNIFORM IASTRUMENT ed will apply. 44295-4 SAF Syste

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of \_ A110

M	110,001	A.D., 19 <u>£6</u> at <u>10:43</u> o'clock <u>A.M.</u> , and duly recorded in Vol. <u>186</u> day of <u>I0rtgages</u> on Proc.
FEE	\$21.00	Evelyn Biehn, County Clerk By
		10m mill