Vol. M& Page_

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Loan #09-13155

Aspen #30193

After recording please return to:

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

DEED OF TRUST

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION , which is organized and existing Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following

A portion of the tract of land described in Book 346 at page 568, Deed Records of Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8" iron rod, on the South line of the above described tract of land and also being on the Northerly right of way line of Denver Avenue, from which the Southeast corner of the Northeast ½ of the Northeast ½ of Section 10, Township 39 South, Range 9 East of the Willamette Meridian bears North 71° 09' 53' East 912.80 feet; thence South 89° 41' 13" West 110.02 feet, along the Northerly right of way line of said Denver Avenue, to a 5/8" iron rod; thence North 00° 48' 47" West, 121.93 feet, leaving said Northerly right of way line, to a 5/8" iron rod; thence North 89° 41' 13" East, 110.02 feet to a 5/8" iron rod; thence South 00° 48' 47" East, 121.93 feet to the point of beginning. 47" East, 121.93 feet to the point of beginning.

See attached Adjustable Rate Loan Rider made a part herein

TOGETHER WITH all the improvements now or hereafter creeted 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 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 rioperty and that the rioperty is unchedingered, except to chedinorances 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-FNM//FHLMC UNIFORM INSTRUMENT

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

I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due not a fand interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Flyment of a rincipal and interest; rrepayment and Late Charges. Donower shall promptly pay when of the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
Funde for Toyoe and Incurance Subject to applicable law or to a written waiver by Londer Dorrows shall be applied by the Note and any prepayment and late charges due under the Note. action of and interest on the debt evidenced by the ivote and any prepayment and face charges due under the ivote. 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay for on the day monthly payments are due under the Note, until the Note is paid in full a sum ("Funde") equal to 2. Futures for faces and insurance. Subject to application into 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) works to Lender on the clay monthly payments are due under the Note, until the Note is paid in full, a sum ("runds") 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

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 guaranteed by a federal or funder if I and a first and a first shall confir the Funds to have the second items.

the runns shall be near in an institution the deposits of accounts of which are insured of guaranteed by a reactar of state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. I ender may not charge for holding and applying the Funde analyzing the account or verifying the escrow items unless Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless I and a particular name and applying the funds and applying the second or verifying the escrow items, unless I and a particular name for the Funds and applying the law parmits I ander to make such a charge Borrower and Lender may not charge for holding and applying the runds, analyzing the account of verifying the cours, unloss Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and I and a may caree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law Lender may agree in writing that interest shall be paid on the 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 cornings on the Funds. Lender Lender may agree in writing that interest shall be paid on the runds. Othess 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 on applicable second to get be Funds change and debits to the Funds and the shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the number of which each debit to the Funds was made. The Funds are pladed as additional security for the sume secured by

purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by the Security Instrument If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

It the amount of the runds new by Lender, together with the luttic monthly payments of runds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Rorrower's ontion, either promptly repaid to Rorrower or credited to Rorrower on monthly payments of Funds. If the amount of the Funde hald by Londer is not sufficient to pay the excromiteme when due. Recromer shall pay to Londer any anount of the Functs 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 cale of the Property or its acquisition by Lender, any Funds held by Lender at the time of any remusticed by remuce in an user paragraph 17 the property is sold or acquired by render, render 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 annifection as a credit assinct the sums secured by this Security Instrument. 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 Note: second to prenayment charges due under the Note: second to prenaym

3. Application of rayments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amount a 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 the which may attain priority over this Security Instrument, and leasehold payments of around rents if any

4. Unarges; Liens. Dorrower shall pay all taxes, assessments, charges, lines and impositions autioutable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Dorrower shall not there obligations in the manner provided in personant 2 or if not paid in that manner. Borrower shall Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall promote directly to the person outed payment. Borrower shall promotly furnish to Londer all potices of amounts Borrower snan pay trues congations in the manner provided in paragraph 2, or it not paid in that manner, borrower snan 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. Porrower shall promptly furnish to Lender

pay them on time directly to the person owed payment. Borrower shall promptly turnish to Lender an nonces of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender is 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

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 around a foresting of the lien in legal proceedings which in the Lender's animon aperate to 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 forfeirure of any part of the Property or (c) secures from the holder of the lien an prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an arcement satisfactory to I under subordination the lien to this Security Instrument. If I ender determines that any part of agreement satisfactory to Londer 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. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument. I ender may give Porrows a agreement subsectory to Lender Suboronnaung the nen to this security instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the liet. Reprover shall eatisfy the lien or take one or more of the actions set forth above within 10 days. 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. 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property

5. Hazard insurance. Borrower shall keep the improvements now existing or nereatter 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 publiclying in the amounts and for the periods that Lender requires. The 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 Porcewer subject to London's control which shall not be insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

An instrumet poincies and renewals shart of acceptable to Lender and shart include a standard inorgage 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 premiunts and renewal poticies. In the event of loss, Borrower shall give prompt potics to the insurance all receipts of paid premiunts 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 premptly by 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 Eorrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair Property damaged if the restoration or repair is economically feasible and Landar's contrity is not become If the of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the

of the rioperty damaged, if the restoration or repair is economicanty reastore and reduct 5 security is not ressented. If the restoration or repair is not conomically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Insurance, whether or not then due, with any excess paid to Borrower. If applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandone the Dry write or does not answer within 30 days a notice from Lender that the insurance carrier has 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 I ender may collect the insurance proceede. I under may use the proceede to ranging a rotion 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 sume secured by this Security Instrument, whether or not then due. The 30-day period will begin

the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin

Ine notice is given. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or the due date of the reaction of the payments referred to in paragraphs 1 and 2 or change the amount of the payments. If postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 10 the Property is acquired by Lender, Porrower's right to any insurance policies and proceeds resulting postpone me due date of the monthly payments referred to in paragraphs raild 2 of change the anount of the payments in under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from demage to the Property prior to the acquisition shall prove to Lender to the axtent of the sume secured by this Security from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially
a. 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, and if Porrowar shall comply with the provisions of the leave, and if Porrowar acquires for title to the Property, the leavehold and 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.

7. Frotection of Lenger's regists in the property; prortgage insurance. If Dortower tails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect. I conduct rights in the Departure (such as a proposition in bankruptor, product, for condomination or to enforce have or Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulatione), then I and at mandel and pay for whote aris registered to protect the value of the Property and Londor's rights regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property Tender's actions may include paying any sume focured by a for 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 Lender may take action under this pagement 7. Lender does not have to do so

Thay take action under time passgraph 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 to instrument. Unless Rorrower and Lender apprents other terms of payment, these amounts shall bear interest from Any amounts dispursed by Lender under this paragraph / shall become additional debt of Dollower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disburgement at the Note rate and shall be payable with interest upon notice from Lender to Borrower. becurity instrument. Unless borrower and Lender agree to other terms of payment, these amounts shan ocar interest month 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) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration (a) pays Lender all sums which then would be the under this occurry distribution and the prote had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this section as Lender may. occurred: (b) cures any detault of any other covenants or agreements; (c) pays an expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonable require to accurate that the line of this Councily Instrument. Londer's rights in the Property and Borrower's reasonably require to assure that the lien 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 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.

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 new these sums prior to the expiration of this period. Lender may invoke any this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remained by this Security Instrument without further notice or demand on Borrower. remedies permitted by this Security Instrument without further notice or demand on Borrower. 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable too may equify for superior to be a superior to the Department of superior at the sup applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this equivier to the property pursuant to any power of sale contained in this equivier.

person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums ecourad by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

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 17. Fransier of the Property of 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 a size without I and a provide a strike action require impacting a support in full of all support

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 rederating 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 of the Security Instrument or the Note. Jurisdiction in which the property is located. In the event that any provision of clause of this security instrument of 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 which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument of the inore Note and algoridate because ble

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by 14. Notices. Any notice to bon over provided for in this Security instrument shan be given by deriveing it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Droperty Address or any other address. Borrower designates by notice to Londer, Any notice to Londer shall be airea by Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated harvin or any other address Londer designates by notice to Denserve Adverse to be address to 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 to react the base given to Borrower or Lender when given as provided provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

13. Legislation Affecting Lenger's Kignts. 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, and require the full of all and a second by the Security Instrument and require any remained by the Security Instrument and requires any remained by the Security Instrument any remained by the Security Instrument and requires any remained b 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

14. Louis Charges. If the loan secured by this becunty instrument is subject to a law which sets maximum ioan 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 charges, and that law is infanty interpreted so that the interest of other foan charges concered of to be concered in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount is the the termitted limits and (b) any sume already collected from Borrower which exceeded connection with the total exceed the permitted limits, then: (a) any such total 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 normitted limits will be refunded to Borrower. Londer new choose to make this refund by reducing the principal could 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 polyment to Borrower. If a refund reduces principal, the reducting will be transid and permitted limits will be relatinged to Borrower. Lender may choose to make this related 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.

of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not accepte the Notes (a) is an element this Security Instrument only to mortage a grant and convert Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrowar's interact in the Borr thistrument out 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 security for the Security Federate and (c) corrective that for the Portfolia that borrower's interest in the property under the terms of this Security instrument; (b) is not personany congated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify forbar or make any accommodations with regard to the terms of this Security Instrument or the Nate without 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 that Borrower's consent. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

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 payment or other wise mounty amoreization of the sums secured by this becarity histration of the source of any demand made by the original Borrower of Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy. 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of 11. Successors and Assigns bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenant's and agreements shall be joint and saveral. Any Borrower's covenant's and agreements shall be joint and saveral. Any Borrower's covenant's and agreements shall be joint and saveral. Any Borrower's covenant's and agreements shall be joint and saveral. Any Borrower's covenant's saverage the saverage of the provisions of the provision of the saverage of the saverage of the provision of the saverage o

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. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payments or nodification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest. I and a shall not be required to release the liability of the original Borrower or Borrower's successors in interest.

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 sutherized to collimit and early the presented of the protocols, sither to restoration or repair of the Perpetuation make an award of settle a claim to, damages, borrower fans 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 Instrument, whether or not then due

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 agree in writing, the sume secured by this Security Instrument shall be reduced 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 fraction immediately. the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the tables. A sub-tables about a failed by the following fraction: 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 2. Concentration. The proceeds of any award or chann for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Londer In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security apple whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, If Lender required mortgage insurance as a condition of making the loan secured by this security instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. 8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

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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 Condominium Rider Graduated Payment Rider 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 ricler(s) executed by Borrower and recorded with it. Dellard Laberson (Seal) illard F. Robinson -Borrower Ryllis & Roberson (Seal) Borrower -Borrower Phylis L. Robinson [Space Below This Line For Acknowledgment] _ STATE OF OREGON COUNTY OF KIAMATH The foregoing instrument was acknowledged before me this..... August....25, 1986..... Willard.F. Robinson.and. Phyllis.L. Robinson..... Commission expires: 6-14-88 Darlene J. Vuitur Notary Public Dreits This instrument was prepared by Klamath First Federal Savings and Loan Association

21. Reconvey ance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons 22. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title,

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

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with

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

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

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

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

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

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

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 dite, 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 conclusation and color to the default is not sured on or hofere the data specified in the notice. 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 expanses incurred in purposes the remedies provided in this personal to including but not limited to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to,

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



attorneys' fees awarded by an appellate court.

Loan #09-13155

Aspen #30193

15587

ADJUSTABLE RATE LOAN RIDER

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 ... 25th. day of ... August, 19.86..., and is incorporated into and shall 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 KLAWATH, FIRST, FEDERAL, SAVINGS AND, LIVEL ASSOCIATION. (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and (the "Lender") of the same date (the 1901e) and covering the property described in the security instrument and located at .3865 Denver Avenue, Klamath Falls, Oregon 97603

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 8,75.%. 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

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

(1) 2. "Contract Interest Raile, 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 □ There is no maximum limit on changes in the interest rate at any Change Date. The interest rate cannot be changed by more than 4,00. percentage points at any Change Date. see note **(2)

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

below

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 intenst 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 adjustment during the life of the loan of plus or

Wellord & Kohuson (Seal) Willard F. Robinson

-Borrower

Phyllis L. Robinson (Seal)

m

-Borrower

d or if no box is checked, and Lender and Borrowst do not otherwise agree in writing, the first Index named will apply. ADJUSTABLE RATE LOAN RIDER-BIST-FILMC UNIFORM INSTRUMENT STATE OF OREGON: COUNTY OF KLAMATH: 44295-4 BAF System SS. Filed for necord at request of . of A.D., 19 86 at 11:54 o'clock A.M., and duly recorded in Vol. Augsut 29th of . day _____ on Page ________ M36 FEE \$21.00 Evelyn Biehn, **County** Clerk

By