When Recorded Return To: Klamath First Federal Savings and Loan P. O. Box 5270 Klamath Falls, Oregon 97601 Vol M80 Page 15641

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DEED OF TRUST

Lot 7, Block 46, BUENA VISTA ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

**See Attached Adjustable Rate Loan Rider made a part herein.

This loan is assumable at the same rate of interest upon approval by Klamath First Federal Savings and Loam.

which has the address of2153 Harvard St	reet Klamath	P-11.
Oregon 97601 [Str. Code] ("Prop	eet) Address"):	[City]

TOGETHER WITH all the improvements now or bereafter 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 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 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.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

Subject to analyze the united with a note of 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 payment; 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 incurance 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 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 escrowitems.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or greater than the shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or the Funds shall contain the Funds to not the second institution. Leader that the Funds to not the second institution. the runds shall be field in an institution the deposits of accounts of which are insured or guaranteed by a federal of 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, analysing the account or varifying the account of varifying the varifying the account of varifying the account of varifying the varifying t busis of current data and reasonable estimates of future escrow items. state agency (including Lender it Lender is such an institution). Lender shall apply the Funds to pay the escrow items, unless Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender may Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender pays Borrower interest on the Funds and applicable law 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 Funds. Lender requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds and the shall give to Rorrower without charge, an appual accounting of the Funds chowing credits and debits to the Funds and the requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

or the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to a data of the accrow items when due the access shall be added to the accrow items when due the access shall be 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, sinher property continues as the property option. at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the this Security Instrument. an porrower's option, either promptly repaid to porrower or credited to porrower on monthly payments or runds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount recessory 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 and shell by I ender. I under shall apply so letter amount necessary to make up the deficiency in one or more payments as required by Lender. any Funds held by Lender. If under paragraph 19 the Property or its acquisition by Lender, and Funds held by Lender, the sale of the Property or its acquisition by Lender, and Funds held by Lender of the Sale of the Property or its acquisition by Lender, and Funds held by Lender of the Sale of the Property or its acquisition by Lender and Funds held by Lender of the Sale of the Property or its acquisition by Lender and Funds held by Lender of the Sale of the Property or its acquisition by Lender and Funds held by Lender of the Sale of the Property or its acquisition by Lender and Funds held by Lender of the Sale of the Property or its acquisition by Lender and Funds held by Lender of the Sale of the Property or its acquisition by Lender and Funds held by Lender of the Sale of the Property or its acquisition by Lender and Funds held by Lender of the Sale of the Property or its acquisition by Lender and Funds held by Lender of the Sale of the Property or its acquisition by Lender and Funds held by Lender of the Sale of the Property or its acquisition by Lender and Funds held by Lender of the Sale of the Property or its acquisition by Lender and Funds held by Lender of the Sale of the Property or its acquisition by Lender and Funds held by Lender of the Sale of the Property or its acquisition by Lender and Funds held by Lender any runds neid by Lender. It under paragraph 19 the Property is sold or acquired by Lender, Lender Shan 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 control by this Society 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 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.

application as a credit against the sums secured by this Security Instrument.

Paragraphs 1 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. Charges: Liens Rottowar shall now all source accompanie sharpers. Note; third, to amounts payable under paragraph 2; tourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any.

Rorrower shall pay these obligations in the manner provided in paragraph 2 or if not paid in that manner. Rorrower shall pay these obligations in the manner provided in paragraph 2. Porrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay these obligations in the manner provided in paragraph 2 and the paragraph 3 and porrower snan pay these obligations in the manner provided in paragraph 2, or it not paid in that manner, Borrower shall promptly furnish to Lender all notices of amounts pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Rozrower makes these payments directly. Decreases shall promptly furnish to Lender pay ment on time unecuty to the person owed payment. Borrower shall promptly furnish to Lender an nonces of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender

sevidencing 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 I ender (b) contacts in security provides to the payment of the obligation secured by the lien in a manner acceptable to I ender (b) contacts in security provides to the payment of the obligation secured by the lien in a manner acceptable to I ender (b) contacts in security provides to the payment of the obligation secured by the lien in a manner acceptable to I ender (b) contacts in security provides to the payment of the obligation secured by the lien in a manner acceptable to I ender (b) contacts in security provides to the payment of the obligation secured by the lien in a manner acceptable to I ender (b) contacts in security provides to the payment of the obligation secured by the lien in a manner acceptable to I ender (b) contacts in security provides to the payment of the obligation secured by the lien in a manner acceptable to I ender (b) contacts in security provides to the payment of the obligation secured by the lien in a manner acceptable to I ender (b) contacts in security provides to the payment of the obligation secured by the lien in a manner acceptable to I ender (b) contacts in the lien in a manner acceptable to I ender (b) contacts in the lien in a manner acceptable to I ender (b) contacts in the lien in a manner acceptable to I ender (b) contacts in the lien in a manner acceptable to I ender (b) contacts in the lien in a manner acceptable to I ender (b) contacts in the lien in a manner acceptable to I ender (b) contacts in the lien in a manner acceptable to I ender (b) contacts in the lien in a manner acceptable to I ender (b) contacts in the lien in a manner acceptable to I ender (b) contacts in the lien in a manner acceptable to I ender (b) contacts in the lien in the 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 inforcement of the lien in least proceedings which in the Lender's original against the lien by or defends against inforcement of the lien in least proceedings which in the Lender's original against the lien by or defends against inforcement of the lien in a manner acceptable to Lender's original against the lien in the lien by or defends against inforcement of the lien in a manner acceptable to Lender's original against the lien in a manner acceptable to Lender's original against the lien in a manner acceptable to Lender's original against the lien in a manner acceptable to Lender's original against the lien in a manner acceptable to Lender's original against the lien in a manner acceptable to Lender's original against the lien in a manner acceptable to Lender's original against the lien in a manner acceptable to Lender's original against the lien in a manner acceptable to Lender's original against the lien in a manner acceptable to Lender's original against the lien in a manner acceptable to Lender's original against the lien in a manner acceptable to Lender's original against the lien in a manner acceptable to Lender's original against the lien in a manner acceptable to Lender's original against the lien in a manner acceptable to Lender's original against the lien in a manner acceptable to Lender's original against the lien in a manner acceptable to Lender's original against the lien in a manner acceptable to Lender's original against the lien in a manner acceptable to t agrees in writing to the payment of the lieu or forfaiture of any part of the Property or (a) secures from the holder of the lieu or payment of the lieu or forfaiture of any part of the Property or (a) secures from the holder of the lieu or forfaiture of any part of the Property or (a) secures from the holder of the lieu or receipts evidencing the payments. and the nearby, or defends against enforcement of the near 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 and prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien and prevent to I ender subordinating the lien to this Security Instance. prevent the enforcement of the hen or forietture of any part of the Property; or (c) secures from the noider of the hen 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 affect to a lien which may a agreement satisfactory to Lencer subordinating 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 and the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower and the lien Borrower shall extiss up to the open of the extisses of forth above within 10 days. the rioperty is subject to a new which may attain priority over this Security Instrument, Lender may give portower 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 portor. 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 incurance. This incurance shall be maintained in the amounts and for the periods that I ender requires. The insured against loss by are, nazards included within the term "extended coverage" and any other nazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance shall be above by Borrower subject to Lander's approved which shall not be insurance shall be above by Borrower subject to Lander's approved which shall not be requires insurance. This insurance snan 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 insurance shall be chosen by Borrower subject to Lender's approval which shall not be of the giving of notice.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. An insurance policies and renewals snall 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 give prompt notice to the insurance all receipts of pold premiums and renewal notices. In the event of loss. Borrower shall give prompt notice to the insurance. all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance unreasonably withheld.

and Lenger. Lenger may make proof of loss it not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair is economically feasible and Lender's security is not becomed. If the an receipts of pand premiures and renewal notices. In the event of loss, not rower shall carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the of the Froperty damaged, it 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 restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be repaired by this Security Instrument, whather or not then due with any excess poid to Portonia. If restoration or repair is not economically leasure 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 I ender may collect the insurance proceeds. Lender may use the proceeds to reach the property of the property of the proceeds to settle a claim, then I ender may collect the insurance proceeds. 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 control 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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or unless that the proceeds to principal shall not extend or unless that the proceeds to principal shall not extend or unless that the proceeds to principal shall not extend or unless that the proceeds to principal shall not extend or unless that the proceeds to principal shall not extend or unless that the proceeds to principal shall not extend or unless that the proceeds to principal shall not extend or unless that the proceeds to principal shall not extend or unless that the proceeds to principal shall not extend or unless that the proceeds the proceed to the proceeds the proceeds to principal shall not extend to the proceeds to the proceeds the proceeds the proceeds to the proceeds the proceed the proceeds the proceeds the proceeds the proceeds the proceed the proceeds the proceeds the proceeds the proceeds the proceed the proceeds the proceeds the proceeds the proceeds the proceed the proceeds the proceeds the proceeds the proceeds the proceed the proceeds the proceeds the proceeds the proceeds the proceed Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If postpone the due date of the monthly payments referred to in paragraphs 1 and 2 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 under paragraph 19 the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security from damage to the Property prior to the acquisition.

Instrument immediately prior to the acquisition. when the notice is given.

nent immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds.

8. Borrower shall not destroy, damage or substantially the Property of t 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 Instrument immediately prior to the acquisition.

tee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; 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 covenants and agreements contained in this Security Instrument, or there is a legal proceeding or to enforce laws or Lender's rights in the Property (such as a proceeding in bankruptey probate for condemnation or to enforce laws or fee title shall not merge unless Lender agrees to the merger in writing. Covenants and agreements contained in this security instrument, or there is a legal proceeding that may significantly ance. Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws of regulations) then Lender way do and pay for whatever is proceeding to protect the value of the Property and Lender's rights. Lenuci's rights in the Property (such as a proceeding in bankrupicy, probate, for condemnation or to emote laws of 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 same secured by a line which has principle over this Security. regulations), then refluer may us and pay for whatever is necessary to protect the value of the Property and Lender's necessary to protect the value of the Property over this Security in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security in the Property to make repairs. Although Instrument, appearing in court, paying reasonable atternates, fore and entering on the Property to make repairs. In the Property. Lender's actions may include paying any sums secured by a nen which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although I ander new take action under this paragraph 7. Lender does not have to do so. Instrument, appearing in court, paying reasonable attorneys tiess and entering on the Property to make repairs. Atthough 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 Any amounts disbursed by Lender under this paragraph 7 shall become amounts shall bear interest from Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from

Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the data of dishursument at the Note rate and shall be pauchle, with interest, upon notice from Lander to Borrower. Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shan bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower and Shall be payable.

requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

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

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 to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or 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 modification of ameritation of the sums secured by this Security Instrument granted by Lender to any successor in 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 waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions 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 successors are described 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.

12. 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 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 permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

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

15. Governing Law: Severability. 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 Note are declared to be severable.

16. Berrower'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 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 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 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 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: (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 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 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.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to,

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time 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, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess

- 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including these past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by
- 21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.
- 22. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.
 - 23. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes.
- 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 sh nd ity

Instrument. [Check applicable box(es)] Adjustable Rate Rider Graduated Payment Rider Other(s) [specify]	of this Security Instrument as if the rider(s) were a part of this Securi Condominium Rider Planned Unit Development Rider
BY SIGNING BELOW, Borrower acc Instrument and in any rider(s) executed by Bo	cepts and agrees to the terms and covenants contained in this Securit
	Raymond G. Bidegary (Seal
	Janet L. Bidegary (Seal —Borrowei
COUNTY OF Klamath	} ss:
The foregoing instrument was acknowledged b	efore me this 28th.day.of. August, 1986
The property and Jan	(date) (berson(s) acknowledging)
My Commission expires: 4/24/89	(Xlual)AD
This instrument was prepared byKlamath.	Notary Public First Federal Savings and Loan Association

ADJUSTABLE RATE LOAN RIDER

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

15645

TOWER TAIMENTS.	
This Rider is made this 28th day of August	nstru-
. MAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION. (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument located at 2153 Harvard Street, Klamath Falls, Oregon 97601	
Property Address	••••
Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrowe Lender further covenant and agree as follows:	
A. INTEREST RATE AND MONTHLY PAYNIENT CHANCES	
The Note has an "Initial Interest Rate" of 9 %. The Note interest rate may be increased or decreased of	every
Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is [Check one box to indicate Index.]	
 (1)	
[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 the	
(1) There is no maximum limit on changes in the interest rate at any Change Date.	
(2) El 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 creases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments. B. LOAN CHARGES	
It could be that the loan secured by the Security Instrument is subject to a love 1:1	
loan would exceed permitted limits. If this is the case, then: (A) any such loan should be collected in connection with	h the
necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exe ed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the princoved under the Note or by making a direct payment to Borrower.	eed- cipal
C. PRIOR LIENS	
If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borro shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall prom secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument. D. TRANSFER OF THE PROPERTY	wer ptly
If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any on 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 Lendwaiving the option to accelerate provided in paragraph 17. 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 ninus three (+/- 3.00) percentage points.	or
Raymond G. Bidegary (S	eal)
	wer
Janet L. Bidegary Borro	eal) wer
* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply. ADJUSTABLE RATE LOAN RIDER—6/81—FHEMC UNIFORM INSTRUMENT 442954 SAF Systems and For	ma
STATE OF OREGON: COUNTY OF KLAMATH: ss.	
Filed for record at request of the 29th	د
A.D., 19 oc at 3:(15 o'clock P M., and duly recorded in Vol. M86	_ day
Evel un state Court Club	11
FEE \$21.00 By	5