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Transfer, per Agreean.

Vol. Mar Page

After recording please return to:

Klamath First Federal P. O. Box 5270 Klamath Falls, Oregon 97601 The state of the s 

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DEED OF TRUST	
THIS DEED OF TRUST ("Security Instrument") is made on September 26  19.86 The grantor is Jack C. Sharp and Gini M. Sharp, husband and wife  ("Borrower"). The trustee is William L. Sisemon under the laws of the United States.	
540 Main Street, Klamath of America and which is a	The beneficiary is
dated the same date as this Security Load Dollars (U.S. \$42,000,000 and No/100********	("Lender").
modifications; (b) the payment of the debt evidenced by the New This Security I.	e full debt, if not
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of salescribed property located in Klamath.	extensions and security of this Instrument and
Danas C	le, the following County, Oregon:

## PARCEL 1:

The Easterly 40 feet of Lot 4, Block 14, HOT SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon; and the vacated West 10 feet of Lot 4 and the vacated East 20 feet of Lot 5, Block 14, known as undeveloped Johnson Street right of way vacation recorded November 3, 1981 in Book M-81 at page 19140 and recorded January 13, 1982 in Book M-82 at page 510.

Vacated West 30 feet of Lot 5, Block 14, HOT SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon; known as undeveloped Johnson Street right of way vacation, recorded to the county of the co November 3, 1981 in Book M-81 at page 19140 and recorded January 13, 

The new two property is a new contract of the See attached Adjustable Rate Loan Rider made a part herein. and the control forms and the property of the control and the analysis of the control and the control of the co

The second secon the second course of the form the fine of the second of th 97601 [Street] \
[Zip Code] ("Property Address"); [Street] Klamath Falls [Zip · Code]

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and mill defend appealing the title to the Bonesty against all claims and demands subject to any encumbrances of record 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. esperiteg properti Bula a stadad pag

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note; until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly one-twenth of: (a) yearly taxes and assessments which may attain priority over this becurity 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

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or the runds snau oe neighn an institution the deposits of accounts of which are historical of 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. state agency (including Lender it Lender is such an institution). Lender snan apply the runds to pay the escrow items.

Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless

I ander nave Borrower interest on the Funds and applicable law recently ander to make such a charge. Borrower and Lender may not charge for motioning and applying the runds, 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 I and a may core in writing that interest shall be raid on the Funds Halles on core many is made or applicable law. Lender pays norrower interest on the runos and applicable law permits Lender to make such a charge, norrower and Lender may agree 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 runds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Rorrower without charge an annual accounting of the Funds showing credits and debits to the Funds and the requires interest to be paid, Lender shan not be required to pay Borrower any interest or earnings on the runds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the runds are pladed as additional equirity for the sums control by snall give to norrower, without enarge, an annual accounting of the rungs snowing credits and debits to the rungs and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promotly repaid to Borrower or ordited to Dorrower or monthly payments of Funds. If the at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of 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 of the runds neid by Lender is not sumctent 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 any Funds neid by Lender. It under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under annual 2 shall be applied. First to late charges due under the Motor code. 3. Application of rayments. Unless applicable law provides otherwise, an payments received by Lender under paragraphs I and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due

4. Charges; Liens.

Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the paragraph 2 and payments for interest of amounts. pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be naid under this naragraph. If Rorrower makes these payments directly. Rorrower shall promptly furnish to Lender all notices of amounts pay them on time directly to the person ower payment. Dorrower 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) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain agreement satisfactory to Lender supordinating the nen to this Security Instrument. It Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall assist the lien at the security Instrument, Lender may give Borrower as the Property is subject to a nen which may attain priority over this Security instrument, Lender may give porrower 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.

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender Lenger snan nave the right to noid the policies and renewals. It Lenger requires, portower snan promptly give to Lenger all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or Doness Lender and Dorrower otherwise agree in writing, any application of proceeds to principal snan 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 of change the amount of the payments. It under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquirities about page to the accuracy by this Society. 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 o. rreservation and internance of rroperty; reasonates. Dollower shall not destroy, damage of substantiany change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Change the Property, allow the Property to deteriorate or commit waste. It this Security Institution 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

7. Protection of Lender's Rights in the Property; Mortgage Insurance. covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect and the Property (each as a proceeding in bankrupton probate for condemnation or to enforce laws or Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then I ender may do and pay for whatever is proceeding the probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Bonnest. I and also passed by a lieu which has rejoint over this Country. in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Any amounts disbutsed by Lender under this paragraph / shall become auditional debt of bottower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disburcement at the Note rate and shall be navable with interest, upon notice from Lender to Borrower. security instrument. Unless norrower and Lender agree to other terms of payment, these amounts shall be a matter and shall be payable, with interest, upon notice from Lender to Borrower

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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.

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.

Condemnation The proceedings of the inspection of 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 assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security In the event of a total taking of the Froperty, the process shall be applied to the sums secured by this security unless Borrower and I ender otherwise series in writing the sums secured by this County Instrument shall be reduced by 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 hefore the taking divided by (b) the fair market value of the Departy immediately hefore the taking divided by (b) the fair market value of the Departy immediately hefore the taking divided by (b) the fair market value of the Departy immediately hefore the taking divided by (b) the fair market value of the Departy immediately hefore the taking divided by (b) the fair market value of the Departy immediately hefore the taking divided by (b) the fair market value of the Departy immediately hefore the taking divided by (b) the fair market value of the Departy immediately hefore the taking divided by (b) the fair market value of the Departy immediately hefore the taking divided by (b) the fair market value of the Departy immediately hefore the taking divided by (b) the fair market value of the Departy immediately hefore the taking divided by (b) the fair market value of the Departy immediately hefore the taking divided by (b) the fair market value of the Departy immediately hefore the taking divided by (b) the fair market value of the Departy immediately hefore the taking divided by (b) the fair market value of the Departy immediately hefore the taking divided by (b) the fair market value of the Departy immediately hefore the taking divided by (b) the fair market value of the Departy immediately hefore the taking divided by (b) the fair market value of the Departy immediately hefore the taking divided by (b) the fair market value of the Departy immediately hefore the taking divided by (b) the fair market value of the Departy immediately hefore the taking divided by (b) the fair market value of the Departy immediately hefore the taking divided by (b) the fair market value of the Departy immediately hefore the taking divided by (b) the fair market value of the Departy immediately hefore the taking divided by the Departy immediately hefore the taking divided by the Departy immediately hefore the taking 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 If the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condennation 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 authorized to collect and apply the property or make an award or settle a claim for damages, porrower rains 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

- Doniess Lender and Dolfower Otherwise agree in writing, any application of proceeds to principal strain not extend of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

  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 waiver of or preclude the exercise of any right or remedy.
- ot 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 make the Note: (a) is co-signing this Security Instrument only to make the Note: (a) is co-signing this Security Instrument only to make the Note: (a) is co-signing this Security Instrument only to make the Note: (b) is co-signing this Security Instrument only to make the Note: (a) is co-signing this Security Instrument only to make the Note: (b) is co-signing this Security Instrument only to make the Note: (b) is co-signing this Security Instrument only to make the Note: (b) is co-signing this Security Instrument only to make the Note: (b) is co-signing this Security Instrument only to make the Note: (b) is co-signing this Security Instrument only to make the Note: (b) is co-signing this Security Instrument only to make the Note: (b) is co-signing this Security Instrument only to make the Note: (c) is co-signing this Security Instrument only to make the Note: (b) is co-signing this Security Instrument only to make the Note: (c) is co-signing this Security Instrument only to make the Note: (c) is co-signing this Security Instrument only to make the Note: (d) is co-signing this Security Instrument only the Security Instrument on the Securit or paragraph 17. Borrower's covenants and agreements shall be joint and several, only borrower who co-signs this security Instrument only to mortgage, grant and convey that Borrower's interact in the Borrower's interaction in the Borrower's that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay that portower's interest in the Property under the terms of this Security Instrument; (D) is not personally obligated to pay modify forhear or make any accommodations with regard to the terms of this Security Instrument or the Mote without modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without
- 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 charges, and that law is many interpreted so that the interest of other loan charges confected in the connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount connection with the loan exceed the permitted limit, 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 to 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
- under the Note or by making a direct payment to Borrower. It 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 may require immediate nayment in full of all same secured by this Security Instrument and may invoke any remedies. may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies may require immediate payment in tun of an 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
- mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by Property Address or any other address Borrower designates by notice to Lender, Any notice to Lender shall be given by 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 Borrower Any notice to Borrower and to have been given to Borrower at 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
- 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. 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. 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 Reneficial Interest in Borrower. If all or any part of the Property or any 10. Dorrower's Copy. Borrower snan be given one conformed copy of the Property of and of this Security instrument.

  17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any in its instance of the Property or any part of the Proper interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural mercen) without I ender's prior written consent. I ender may at its antion require immediate payment in full of all comments. microst in it is sold or transferred (of it a beneficial interest in borrower is sold of transferred and borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by person) without Lenger's prior written consent, Lenger may, at its option, require immediate payment in tun or an 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 Sourity Instrument. If Rorrower fails to pay these same prior to the expiration of this period. Londer may invoke any or not less than 50 days from the date the notice is derivered or maned within which porrower must pay an sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any

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 enough for rainstatement) before sale of the Department of the De enforcement of this security instrument discommuca at any time prior to the entire of (a) a days (of such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Capacita. Instrument, or (b) anterest of a indemnat anglessing this Capacita. Instrument, Those conditions are that Rorrower. Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower:

(a) page I and a full come which then would be due under this Security Instrument and the Note had no secological (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 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 reasonable require to accura that the lian of this Security Instrument Lender's rights in the Property and Borrower's security instrument, including, but not limited to, reasonable attorneys lees; 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 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. Borrower and Lender further covenant and agree as follows:

19. Acceleration: Remedics. Lender shall give notice to Borrower prior to acceleration following Borrower's 17864 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 and (a) that radiuse 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 secured by this Security instrument and sale of the Property. The notice shall further inform porrower of the right to bring a court action to assert the non-existence of a default or any other defaults and sale to the default of any other than the data profiled in the position. 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 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 binner at the time and prace 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 one previously echadulad sale. Londor or its deciance may purchase the Droperty of any sale. 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 at any sale. expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made expressed or implied. And rectains in the arustee's deed suminous prima facile evidence of the title 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 to the person or persons legally entitled to it.

- 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 person, by agent or by judiciany appointed receiver) snan 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 and collected by Lender or the receiver by the Property including but not shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not shan be appried first to payment of the costs of management of the Property and concernon of tents, including, out 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 shall arrend and this security instrument, the covenants and agreements of each such rider snau de incorporated into and snau amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security

Adjustable Rate Rider Graduated Payment Rider	Condominium Ride	ent as if the rider(s) w	
Other(s) [specify]	☐ Planned Unit Devel	opment Rider	2-4 Family Rider
By SIGNING BELOW, Borrower Instrument and in any rider(s) executed t	accepts and agrees to the te by Borrower and recorded with it	rms and covenants co	intained in this Security
The second secon	Joe Common time	c. Sharp	
	Space Below This Line For Acknowledge	Ement]	-Borrower
STATE OFOREGON.			
COUNTY OF KLAMATH	<b>S</b>		
The foregoing instrum			4.45 ± 1. 
The foregoing instrument was acknowledged by Jack C. Sharp and Gin.	· . Sharp	er 26, 1986 (date)	
	(person(s) acknowledging)	(uate)	
My Commission exples: 6-16-88			***********
This instrument was	Darlene	Douler	(FPA)
This instrument was prepared by Klamath	First Federal Savings	Notary Public and Loan Associa	tion (SEAL)

## 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 BATE WILL DECLIF IN LOWER DAVMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

17865

This Rider is made at its	day of September 1. day of
be deemed to amend and supply	day of September
ment") of the same date given by the	ant the Mortgage, Deed of Trust on D. 36, and is incorporated into
located at1421 .Canby .Street	le "Note") and covering the property
	Admath Falls, Oregon 97601
Modifications. In addition to all	Toperty Address
Lender further	GC COVENANCE 4
A. INTEREST RATE AND MONT The Note has an "Initial Interest	HIV DAVID
lst day of at Initial Interest	Rate" of 9 00 ~ CHANGES
12 month beginning	on Manal We Note interest rate many
Changes in the interest	19.88 and on that day of decreased on the
CARCE ONE have	Verned by alam.
(1) Me "Contract Interest Par	tot tale index coll
(2) Lenders" published by the F	ederal IV.
Types of Lenders" published by the F	ederal Home Loan Bank Board.  National Average for all Major
[Check one hove to in the	naximum limit on changes in the interest rate on each Change Date; if no how in the
be no maximum limit on changes.]	aximum limit on characteristics
Ul Thomas	rate on each Cl
1000 171 0 70 .	III On ohan
B. LOAN CITATION THE Interest rate will result in I	higher and Change Date
it could t	Total III Inc interest
necessary to reduce the charge to the	is is the case, then: (A) any such learning to be collected in connection with
Owed under at a will be refunded to R	orresponding the angular to an charge shall be reduced by the amount
C. PRIND I TELL	Act marms of the color to make this are
shall promptly act with regard to the	ument, Lender may send Portal Security Instrument are subject to
Secure an agreement in a form satisfactor	ument, Lender may send Borrower a notice identifying that lien. Borrower a sprovided in paragraph 4 of the Security Instrument or shall promptly to Lender subordinating that lien to this Security Instrument.
terest rate change (if there is a limit)	ubject to paragraph 17 of the Security Instrument, Lender may require (1) a change in the Base Index figure, or all of these, as a condition of the imparagraph 17.
waiving the option to accelerate provide	a change in the Base Index Governor of the limit on the amount of course (1)
By signing this, Borrower agrees to all  ** With a limit on the interest	or (2) an increase in (or removal of) the limit on the amount of any one in- a change in the Base Index figure, or all of these, as a condition of Lender's of the above.
or minus on the interest	of the above.
minus three (+/- 3.00) per	centage residents during the life of the
	of the above.  rate adjustments during the life of the loan of plus  centage points.  Jack C. Sharp  —Borrower  Gini M. Sharp  (Seal)
함께 보고하다. 그는 하는 이렇게 보다 그 말았	(abcol
붉으다 마음을 시골 아이라면 되었다. 이후:	Jack C Sham
	Jack C. Sharp (Scal)  Borrower
로움으로 가는 것으로 보는 것이 되는 것으로 보고 있다. 그 경기를 가져졌다. 사는 바로 기본 사람들은 사람들이 가지 않는 것이 되었다.	2/6 · M C)
도 화를 된다. 그리고 그리고 말을 받아 모든 뜻인	2 June / 1 Jhang
회사 원칙으로 가면 이 씨는 사람들은 사람이 되었다.	Gini M. Sharp (Seal)
사는 이번에 가면 사람들이 함께 많이 되었다.	-Borrowa
* If more than one how to about	
ADJUSTABLE RATE I DAM BIDER Is checked, and L	maker and Research
ADJUSTABLE RATE LOAN RIDER—8/81-FILMC U	ender and Borrower do not otherwise agree in writing, the first Index named will apply.
TATE OF OREGON, CO-	44295-4 SAF Systems and Forms
TATE OF OREGON: COUNTY OF KLAMATH:	SS:
iled for record at require	
	表现的激励器 医巴特特氏征 医乳腺管 医乳腺管 化二甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基
Terroret A D to Oc	
A.D., 19 86 at	10:21 o'clock A M and duly the 1st
A.D., 19 86 at of Morts	gages on Page 17861 day
A.D., 19 86 at	10:21 o'clock A M., and duly recorded in Vol. M86  gages on Page 17861  Evelyn Biehn, County Clerk By