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THIS DEED OF TO RETUG	
THIS DEED OF TRUST ("Security Instrument") is made on <u>November</u> 19	그는 이 가 주려는 것
1986 The grantor isKevin D. Kroeker and Ruth Kroeker, husband and wife	
Justice 49-97 August 19-20	이번 상태에 관련
("Borrower"). The trustee is William L. Sisemore	

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION ("Trustee"). The beneficiary is

dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on <u>November</u> 20, 2011 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and

multines carried providing the politicies from he chosen by Herrower subjection function in the rest of a set o next and next carried provided and the politicies from he chosen by Herrower subjective fractions and the set of requires resurneed. This meanshes shall be mentaired as the menual set for the second se prained meaner loss by the placears predicted within the series "executed to are specific to the structure where the

Lot 1. in Block 10 of FAIRVIEW ADDITION to the City of Klamath Falls, The Part of the Barrier according to the official plat thereof on file in the office of the

("County Clerk: of: Klamath County, Oregon? over the south landous research the south statement of the south state lands the free by or obtends against enforcement of the lighter, regat proceedings which in the second supervise in present the enforcement of the lich of ductions of any particle the Property of (c) second is a bolice, or investigation of the proceeding of the pr agrees in variant to the patanent of the obligation securad by the lien in smallnet sector and contraster of gradesia to Rice a Borrower shall prenopily discharge any new which has precitigeness the Seconds manual and a desired of www.esters.orgencong.the.phaymethe

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Klamath First Federal Savings and Loan Association approvation (Klamath First Federal Savings and Loan Association approvation) (association approximation of Babaseas) in presidence and the process (association of Babaseas) (https://www.second.com/ abbaction as account ababase presented paths association) than annual district prior to the sale of the Property or its acquiting to be tanken the Pound from a set of the disk of a set of the sale of the Pound set of the sale of the

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

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. he preaction of and interest on the debuteridenced by the Nete and any preparation and interest in the case

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Instrument, appearing in court, paying reasonable attorneys tees and entering on the rioperty to make repairs. Attorneys Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from 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 date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

. Protection of Lenger's Rights in the Property; Morigage Insurance. If Dorrower latis to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect. Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the property and Lender's inglus 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 I ender may take action under this present 7. Lender does not have to do so

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. If this security instrument is on a reasenout, 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. If Borrower fails to perform the

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If from domage to the Departure of the Council of the Council of the State of the from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially

the Property of 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

and Lender. Lender may make proof of loss II not made promptly by portower. 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 restoration to the security 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 applied to the sums secured by this security instrument, whether or not then due, with any excess paid to boltower. A 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 boltower in the settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore to boltower in the settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the boltower in the settle a claim.

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

5. Hazard insurance. Borrower shall keep the improvements now existing or nereatter erected on the rioperty insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender the standard that I under radius. 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 Borrower subject to Lender's approval which shall not be

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; (b) contests in good prevent the enforcement of the lien or forbiture of our part of the Berneedings which in the Lender's opinion operate to fain the nen by, or defends against enforcement of the nen 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 Departy is subject to a lien which may ottain priority over this Security Instrument. If Lender may give Borrower a the Property is subject to a lien which may attain priority over this Security Instrument. It Lender determines that any part of a structure of the property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days giving of notice. 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property

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 not the directly to the paragraph 2, or if not paid in that manner, Borrower shall be the paragraph 2 and the paragraph 2 an pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts receipts evidencing the payments.

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 the payment 2. fourth to interest due lost to prepayment charges due under the Note; second, to prepayment charges due under the Note; third to amounts payable under the payment 2. fourth to interest due lost to prepayment charges due under the Note; second, to prepayment charges due under the Note; third to amount payable under the payment due to prepay the second due to Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

amount of the Funds need by Lender is not summer to pay the esclow needs when one, but amount necessary to make up the deficiency in one or more payments as required by Lender. thecessary to make up the denciency 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

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to In the amount of the Funds held by Lender, together with the nuture monthly payments of runds payable prior to at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Londer is not sufficient to pay the eccess the group of the Borrower shell pay to Londer any at borrower's option, entirer promptly repaid to borrower or creating to borrower on monthly payments of Fallos. 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

state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. State agency (meruding Lender in Lender is such an institution). Lender shan apply the runds to pay the escrow means. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender may not charge for notating and applying the runds, analyzing the account or verifying the escrew news, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to nav Borrower any interest or earnings on the Funds. Lender Lender may agree in writing that interest snah de paid on the runds. Onless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the shall give to norrower; without charge, an annuar accounting of the Funds showing creans and deons to the rands and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by

to Lender on the day monthly payments are due under the Note; until the Note is paid in full, a sum ("Funds") equal to this fact of (a) monthly payments are due under the note; until the Note is paid in full, a sum ("Funds") equal to be this fact of (b) wearly instrument. (b) wearly to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the The Funds shall be held in an institution the denosits or accounts of which are insured or guaranteed by a federal or The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

ONFORM COVENANTS BORTOWER and Lender covenant and agree as follows: UNIFORM COVENANTS Borrower and Lender covenant and agree as follows: 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 2. Funds for Taxes and Insurance: "Subject to applicable law or to a written waiver by Lender, Borrower shall pay to I under on the day monthly payments are due under the Note until the Note is paid in full. a sum ("Funds") equal to

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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.

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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 task task.

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 for the taking of the proceeds and the total amount of the sums secured immediately paid to Borrower.

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 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 by the original Borrower or Borrower's successors in interest. 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.

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 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.

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 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.

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. Netions.

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 first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice 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 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 Beneficial Interest in Borrower. If all or any part of the Property or 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 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 right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.



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

19., Acceleration; Remedies, Lender, shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration 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, reasonable attorneys' fees and costs of title evidence. 5 de

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 to the person or persons legally entitled to it, programmer particular

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. A surger to granow at blowing the mapped point the presentation of

basa 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 is shown

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 20 Hours in surgesting other

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security alnstrument. [Check applicable box(es)] and a free from the second y that the from the from the post of the second y the second of the second

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21 and 100 best solars of oblight processing as and agrees to the terms and covenants, contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

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This instrument was prepared by Klamath First Federal Savings and Loan Association ·注 专 撤 44770

Loan #21-00166

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 19th... day of November, 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 KLAMATH, EIRST FEDERAL SAVINGS AND, LOAN ASSOCIATION Property Address

Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES The Note has an "Initial Interest Rate" of 9.00. %. The Note interest rate may be increased or decreased on the 1st day of the month beginning on March 19. 88. 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: 12 months thereafter.

[Check one box to indicate Index.] (1) X* "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.

(2) □*

[Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.]

□ There is no maximum limit on changes in the interest rate at any Change Date.

see note ** (2) IN The interest rate cannot be changed by more than . 1.00 percentage points at any Change Date.

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

B. LOAN CHARGES

below

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

C. PRIOR LIENS

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.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving 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 or minus three (+/- 3.00) percentage points.

Kevin D. Kroeker -Borower

RUTH MORKEN (Seal) Ruth Kroeker

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is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first index m d will apply MARSA SAF SHOW ADJUSTABLE RATE LOAN RIDER-6/81-FHLMC UNIFORM INSTRUMENT

STATE OF OREGON: COUNTY OF KLAMATH: SS.

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