#### 69815

09-42293

AFTER RECORDING RETURN TO: KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION P.O. BOX 5270 KLAMATH FALLS, OR 97601

MTC 17174-L

206 DEC 30 AH 11 20

### - [Space Above This Line For Recording Data] -

Vol M& Page 24024

### DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on December 24,   19.86 The grantor is GENE A. HAGEN and LAURA J. HAGEN,   husband and wife, ("Borrower"). The trustee is   William. Sisemore, ("Trustee"). The trustee is	
William Sisemore ("Borrower"). The trustee is	
W1111am. Sisemore, ("Borrower"). The trustee is	
under the laws of the United States of the Sociation which is contracted of the beneficiary is	
under the laws of the United States of America and whose address is which is organized and existing 2943 South Sixth Street, Klamath Falls, Oregon 97601	
Borrower owes Lender the principal sum ofFORTY_THOUSAND_AND_NO/100* * * * * * * * * * * * * * * * * * *	
* * * * * * * * * * * * * * * * * * *	
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not secure to Landar (Data and payable on	
paid earlier, due and payable on	
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 the security instrument.	
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee in trust with the security Instrument and	
the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale the following	

Lot 19 in Block 8, Tract No. 1079, SIXTH ADDITION TO SUNSET VILLAGE, according to the official plat thereof on file in th eoffice of the County Clerk of Klamath

the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following 

## \*\*ATTACHED ADJUSTABLE RATE LOAN RIDER MADE A PART HEREIN\*\*

which has the address of		Rio	Vista	Wa
--------------------------	--	-----	-------	----

which has the address of	Vista Way	X
		Address");

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."

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.

OREGON-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

In the Froperty, Lender's actions may include paying any sums secured by a new 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 paragraph 7. I ender does not have to do so 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 by Instrument Hules Borrower and Lender arres to other terms of payment, these amounts shall be addressed from Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of dishursement at the Note rate and shall be payable with interest. Upon notice from Lander to Borrower

Lender's rights in the Property (such as a proceeding in bankrupicy, 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 sume forward by a line which has related 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

7. Protection of Lender's Rights in the Property; Mortgage Insurance. A Frotection of Lenger's Rights in the Property; Workgage Insurance. If Dorrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect I and are rights in the Property fouch as a proposition in bankruptov, probate for condemnation or to enforce have or Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially the Droperty allow the Droperty to deteriorate or commit works. If this Security Instrument is an a humahald change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Bernard is Demonstrated to the Property the langehold and Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 10 the Property is acquired by Lender Borrower's right to any insurance policies and proceeds resulting 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 demage to the Property prior to the acquisition shell pass to Londor to the extent of the sume coursed by this Security from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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 Depositiver to new sume control by this Security Instrument, whether or net 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 no the due data of the monthly payments referred to in paragraphs 1 and 2 or shance the amount of the payments. If

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair Property damaged if the restoration or repair is accromically families and Londor's converti is not becomed. If the of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not restoration of the investigation of the security is not restoration of the security is not repair in the feasible of the security is not repair in the security is not security 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

insurance, and 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 all requires and renewals. If Lender requires and renewals are the super of loss and renewals are required by the super of loss and renewals. 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 hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Londer requires. The requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance shall be chosen by Borrower subject to Lender's approval which shall not be

agrees in writing to the payment of the lon or forfeiture of any part of the Droperty, or (a) secures from the holder of the lien an prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to I ender subordinating the lien to this Security Instrument. If Lender determines that any part of agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority area this Security Instrument. If Lender determines that any part of agreement satisfactory to Lender subortaniating the nen to this occurity histranich. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall esticly the lien or take one or more of the actions set forth shows within 10 days notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days

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

paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment 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.

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 the Note second to provide the payments received by Lender under the Note second to provide the payments are under the Note second to provide the payments are under the Note second to provide the payments are under the Note second to provide the payments are under the Note second to provide the payments are under the Note second to provide the payments are under the payme

amount of the Lunds here by Lender is not sufficient to pay the escion here's when due, bot 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 and held by London Tourdon pages to the Bronorty is cold or accurited by London London boll on the Bronorty is cold or accurited by London London boll on the Bronorty is cold or accurited by London London boll on the Bronorty is cold or accurited by London London boll on the Bronorty is cold or accurited by London London boll on the Bronorty is cold or accurited by London London boll on the Bronorty is cold or accurited by London London boll on the Bronorty is cold or accurited by London London boll on the Bronorty is cold or accurited by London London boll on the Bronorty is cold on any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later then immediately prior to the cole of the Departy or its acquisition by Lender, on Funds held by Lender at the time of

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 wither 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 Funds. 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

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 If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to a datas of the approxy items, shall around the amount required to not the sporety items when due, the around the

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or guaranteed state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless I and a nave Rorrower interact on the Funds and applicable law permits I ander to make such a charge Rorrower and Lender may not charge for nothing and applying the runus, analyzing the account of verifying the sector inclus, unloss Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and I and a mail account is writing that interest shall be paid on the Funder Unless an approximation made or applicable law Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Rorrower without charge an application of the Funds chowing credits and debits to the Funds and the

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 der on the day monthly normants are due under the Note until the Note is poid in full a sum ("Funde") equal to 24025 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 lessahold normants or ground rants on the Droperty if only (c) works barard insurance premiums; and (d) yearly one-tweitin 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 basis of current data and reasonable estimates of future escrow items." Lender may estimate the Funds due on the

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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.

- Lindon Construction

1.5.2 (0.335)

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 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 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 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 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 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 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 paragraph 17.

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 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. 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 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.

collect all experies invoke the power of solo and in full of all sume so before the date specie a default or any of	h.,
collect all expenses incurred in pursuing the remedies permitted by applicable law. Lender shall be entitled in this paragraph 19, including, but not limited the recorded in each county in which area.	
attorneys' fees and approximing the remediate method permitted by applie the strument without the	36
If Lender involves and costs of title evidence provided in this pay applicable law. Lender chall furth	1e
occurrence of an owner of sale the power of sale the sale that have a share be antitled	te
recorded in over of default and of the Lender shall execute	
If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the property is located. Lender or Trustee to execute a written notice of the property is located. Lender or Trustee shall give notice of sale in the the the the the terms designated in the notice of sale in one or to the bidder at the time and place and under the terms designated in the notice of sale in one or to the bidder the terms designated in the notice of sale in one or to the bidder the terms designated in the notice of sale in one or to the bidder the terms designated in the notice of sale in one or to the bidder the terms designated in the notice of sale in one or to the bidder to the bidder the terms designated in the notice of sale in one or to the bidder to the bidder terms designated in the notice of sale in one or to the bidder to the bidder terms designated in the notice of sale in one or to the bidder terms designated in the notice of sale in one or to the bidder terms designated in the notice of sale in one or to the bidder terms designated in the notice of sale in one or to the bidder terms designated in the notice of sale in one or to the bidder terms designated in the notice of sale in one or to the bidder terms designated in the notice of sale in one or to the bidder terms designated in the notice of sale in one or to the bidder terms designated in the notice of sale in the notice of sale in the notice of the bidder terms designated in the notice of sale in one or to the bidder terms designated in the notice of sale in the notice of sale in the notice of the bidder terms designated in the notice of sale in one or to the bidder terms designated in the notice of sale in one or to the bidder terms designated in the notice of sale in one or to the bidder terms designated in the notice of sale in one or to the bidder terms designated in the notice of sale in one or the bidder terms designated in the notice of sale in the notice of sale in terms designated in the notice of sale in terms des	.0,
require prescribed by applicate any part of the Property to be to execute a written and	
required by applicable law to Borrows roperty is located I and	1e
Didder at the time and, Trustee, without dower and to other person cluber or Trustee shall clube such notice to h	10
required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the time of any previously scheduled sale. Lender or its designated in the notice of sale in one or more parcels and in any order expressed or implied. The reciteds in other the time and purchaser Trustee's dead to the property by public announcement at the time of the terms the time of the terms designated in the notice of sale in one or more parcels and in any order the terms designed and purchase the Property by public announcement at the time of the terms designed and parcel of the Property by public announcement at the time of the terms designed and parcels the terms designed to the property by public announcement at the time.	
place of one mines. Trustee may not the terms designated in the shall sell the Proport	e
	е
Trustee shall delive sale. Lender or its of any parcel of the Property and in one or more parcels in to the highest	t
expressed or implied to the purchases of its designee may purchase to perty by public announces and in any order	-
therein, Trucker and the recitals in the resider Trustee's deed comparents the Property of an information and the time and	
Trustee determines. Trustee and under the terms designated in the notice of sale in one or more parcels and in any order place of any previously scheduled sale. Lender or its designee may purchase the Property by public announcement at the time and expressed or implied. The recitals in the Trustee's deed shall be prime for the Property at any sale. Imited to, reasonable T.	i .
reasonable To the proceeds of the gal the bring foot operty without any course	

demand and may invoke the power of sal collect all expenses incurred in pursuit fault or any other reasonable attorneys' fees and costs of tit he notice, Lender without further If Lender invokes the power of s occurrence of an event of default and of L all be entitled to recorded in each county in which any par not limited to,

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, Arustee shall deriver to the purchaser Arustee'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 employ the property of the sole including but not expressed or implied. The recitais in the Trustee's deed shall be prima facte 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 atternavel faces (b) to all sume secured by this Security Instrument; and (c) any excess therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, out 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 of persons legally entitled to it

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in by agent or by judicially appointed receiver) shall be entitled to enter upon take possession of and manage the 20. Lender in rossession. Open acceleration under paragraph 17 of abandomment of the rioperty, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Droperty and to collect the rante of the Droperty including these past due. Any rante collected by Londer or the receiver 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 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 received attorneys' fees, and then to the sums secured by shan be applied instito payment of the costs of management of the Property and concernon of rents, including, out not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by the Society Instrument

21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to av the Droparty and shall surrander this Security Instrument and all notes avidancing dabt secured by this Security. 41. Reconveyance. Upon payment of an sums secured by this Security Instrument, Lender Shan request 1 fusice to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee the Property without we react without the Property without we react to the person or persons. Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons shall now any recordation posts.

22. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any 44. Substitute Trustee. Lenger may non-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, now and duties conferred upon Trustee herein and hy applicable law

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

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with our interviewent the covenants and agreements of each such rider shall be incorporated into and shall amend and 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.

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

Condominium Rider

GENE,

[Space Below This Line For Acknowledgment]

A. HAGEN

una LAURA J. HAGEN

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 15. Acceleration; Remeules. Lenger shall give notice to Dorrower prior to acceleration following Dorrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable low provides otherwise). The notice shall specify (a) the default. (b) the section required to cure the unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default: (a) a data not less than 30 days from the data the notice is given to Rorrowar, by which the default must be sured. 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 sume and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and cale of the Property. The notice shall further inform Reprover of the right to and (a) 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 principle of the security for any other result of a default or any other secured by this Security instrument and sale of the property. The notice shall further more pre-reinstate after acceleration and the right to bring a court action to assert the non-existence of a defense of Borrower to acceleration and sale. If the default is not cured

to the person or persons legally entitled to it.

attorneys' fees awarded by an appellate court.

Graduated Payment Rider

Other(s) [specify]

legally entitled to it. Such person or persons shall pay any recordation costs.

24027

ILL OF	Dregon	
12		

STATE OF

CO

The foregoing instrument was acknowledged before me this. 2674 December, 1986

(person(s) acknowledging) Q 6 My Commission expires: 10-13-00

This instrument was prepared by Klamath First Federal Savings and Loan Association

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security

Planned Unit Development Rider Instrument and in any rider(s) executed by Borrower and recorded with it.

supplement the covenants and agreements of each such rider snah be incorporated into and shah amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument [Check applicable box(ec)] 2-4 Family Rider

.(Seal)

(SEAL)

# 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.

24028

This Rider is made this . . 24th. day of . . . December . . . . . , 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 ..... (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and

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 9.25. %. The Note interest rate may be increased or decreased on the

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

Types of Lenders" published by the Federal Home Loan Bank Board.

(1) 🖾\* "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major 

be no maximum limit on changes.]

\*See note

[Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will ☐ There is no maximum limit on changes in the interest rate at any Change Date. The interest rate cannot be changed by more than .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** 

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

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien

which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument. If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1)

an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's By signing this, Borrower agrees to all of the above. by signing this, bollower agrees to an or the above. \*With a limit on the interest rate adjustments during the life of the loan of plus or minus three

····· (Seal) -Borrower ···· (Seal) -Borrower

agree in writing, the first Index named will apply.

County Clerk

m

44295-4 SAF Systems and Forms

\_ day

M86

• If more than one box is checked or if no box is checked, and Lender and Borrower do not of ADJUSTABLE RATE LOAN RIDER-B/B1-FHLMC UNIFORM INSTRUMENT

STATE OF OREGON: COUNTY OF KLAMATH:

Filed for record at request of

December

A.D., 19 86 at 11:20 o'clock A of 30th the Mortgages on Page \_\_\_\_\_\_24024 Evelyn Biehn,

By

\$21.00 FEE