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Klamath First Federal Klamath First Federal

P. O. Box 5270

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DEED OF TRUST THIS DEED OF TRUST ("Security Instrument") is made on February 17

19...87... The grantor is Paul A. Barker and Anselma Barker, husband and wife

("Rorrower") The trustee is William L. Sigen ("Borrower"). The trustee is William L. Sisemore

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION ("Trustee"). The beneficiary is 1540. Main. Street. Klamath. Falls. Oregon. 9760.1 ("Trustee"). The beneficiary is 250. Main. Street. Klamath. Falls. Oregon. 9760.1 ("Lender"). Dollars (U.S. s. 14,400.00.). This debt is evidenced by Borrower's note modifications; (b) the payment of the debt evidenced by the Note, with interest, and all renewals, extensions and the Note **Eccurity Instrument* ("Hender"). Security Instrument ("Mote"), which provides for monthly payments, with the full debt, if not Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument 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 described property located in

*(A) The repayment of any future advances with interest thereon, made to Borrower *(d) The repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to the paragraph below ("Future Advances"). by Lender pursuant to the paragraph below (Future Advances).

FUTURE ADVANCES. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon. shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are

PARCEL 1: The East 1/2 of Lot 5, Block 35 of HILLSIDE ADDITION to the City of Klamath

PARCEL 2: The Easterly 9 feet of the West 1/2 of Lot 5, Block 35 of Hillside Addition to the City of Klamath Falls, in the County of Klamath, State of Oregon, Start

See Attached Adjustable Rate Loan Rider made a part herein.

This loan is assumable at the same rate of interest upon approval by Klamath, First Federal: Savings and Loan Association Klamath, First of ederals: Savings and Loan Association as a sign because the construction of the construc

anough of the France hold of Lember to make of more than seattled by Penders. Authority of the France held by Lember is and sufficients on the exclosive and the contents when their masteria.

The angles is a first successful framework to portain a discount of the first masterial the angles. the duridities contains strict promptly repaid to Borrower are designed monthly particular the duridities of the action there are the duridities of the action from the first are the fi

which has the address of 1810 Crescent Avenue

[Street] Street | S

annurtenancee rente royalties: mineral oil and mast rights and profits water rights and stock and all fixtures now or 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 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 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 demands subject to any encumbrances of record. 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 THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform could be a supply of the constitute a uniform security instrument covering real property. OREGON—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: UNIFORM COVENANTS. BOITOWEI and Lenger covenant and agree as 10,100%;
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.

ncipal of and interest on the deof 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 to Lender on the day monthly payments are due under the Note, until the Note is paid in Iuil, a sum (runds) equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leaded assessment of the Broadty of the B one-twenth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any, (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits of 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 state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, unless Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender 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 agree in writing that interest shall be paid on the Funds. Lender pays porrower interest on the runus 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 interest to be paid. Lender shall not be required interest to be paid. 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 appual accounting of the Funds showing cradits and debits to the Funds and the requires interest to be paid, Lender snan not be required to pay borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by

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 promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the an domower's option, eather promptly repaid to borrower or created to borrower on monthly payments or runds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount of the runds held by Lender is not sufficient to pay the escrow helds which due, Boltower shall pay to render any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Bossati or its constitution by I and a property is sold or acquired by Lender, Lender shall apply, no later any runus 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 sourced by this Security Instrument.

Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under application as a credit against the sums secured by this Security Instrument. paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

A. Charges I ione Reprover shall pay all taxes assessments charges and impositions attribute his to the

MITO, 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 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 promptly furnish to Lender all notices of amounts pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender to be paid under this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish to Lender pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender an notices of amounts to be paid under this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish to Lender receipts avidencing the respect to the payments.

s 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 agrees in writing to the payment of the lien of the lien in, legal proceedings which in the Lender's opinion operate to receipts evidencing the payments. rain 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 estisfactory to I ender subordinating the lies to this Security Instrument. If I ender determines that any part of prevent the enforcement of the nen or fortesture of any part of the Property; or (c) secures from the noider of the nen 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 the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower and the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower and the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower and the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower and the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower and the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower and the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower and the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower and the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower and the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower and the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower and the Property is subject to a lien which may attain priority over the lien at the Original Research and the Property is subject to a lien which may attain priority over the lien at the Original Research and the Property is subject to a lien which may attain priority over the lien at the Original Research and the Property is subject to a lien which may attain priority over the lien at the Original Research and the Property is subject to a lien which may attain priority over the lien at the Original Research and the Property is subject to a lien which may attain priority over the lien at the Original Research and the Property is subject to a nen which may attain priority over this becurity instrument, Lender may give bollower 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 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 Lender requires. The insurance shall be maintained in the amounts and for the periods that Lender requires. of the giving of notice. 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

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 unreasonably withheld.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the or the property damaged, it the restoration or repair is economically leasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be restorated by this security would be repair to the restoration or repair is not economically feasible or Lender's security would be restorated by the security feasible or lender's security would be restorated by the security feasible or lender's security would be restorated by the security feasible or lender's security would be restorated by the security feasible or lender's security would be restorated by the security feasible or lender's security feasible or lender's security would be restorated by the security feasible or lender's security f restoration of repair is not economically leastone of Lender's security would be ressented, 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 Proceedings the Property of does not prove when the Property of the Pro appared to the sums secured by this security instrument, whether or not then due, with any excess paid to borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then I ender may called the insurance property. 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 the Projects is given

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or Onless Lender and Borrower otherwise agree in writing, any application of proceeds to principal snall not extend of postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to I ender to the extent of the sums secured by this Security under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance poincies and proceeds resulting 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 change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Instrument immediately prior to the acquisition. change the Property, allow the Property to deteriorate or commit waste. It this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and the still shall not marked unless I and a seasehold.

fee title shall not merge unless Lender agrees to the merger in writing. 7. Protection of Lender's Rights in the Property; into there is a legal proceeding that may significantly affect covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect. covenants and agreements contained in this security instrument, or there is a legal proceeding 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 I ender may do and now for whatever is necessary to protect the value of the Property and I ender's rights. regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property I ander's actions may include paying any supplied by a lian which has ariority over this Security in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security in the Property to make repairs. Although Instrument, appearing in court, paying reasonable attorneys, feet and entering on the Property to make repairs. In the Property. Lenger's actions may menute paying any sums secured by a nen which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although I ender may take action under this paragraph 7. I ender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disoursed by Lender under this paragraph (shall be added to the paragraph of the data of the Maragraph of the Mar security instrument. Oness norrower and Lender agree to other terms of payment, these amounts shall be agree to other terms of payment, these amounts shall be payable, with interest, upon notice from Lender to Borrower requiresting payment.

requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for 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 12. Loan Charges.

If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

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

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

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.

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.

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.

- 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.
- 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 amend and supplement the covenants and agreements of this Security Instrument as if the rid

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My Commission expire	s:3-14-88		ince in resource sierre		VIAUA
	es, employen semilin d	and the complete of		つ 100	
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This instrument was pr	repared byKlamath	First Federal	L-s series	12	7 / 1 X O 2 Y
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ADJUSTABLE RATE LOAN RIDER

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

2510

	This part		THE WILL RESULT IN LOW!	ER PAYMENTS.
	be deemed to amend a ment") of the same dat	e this .17th day of] and supplement the Mortgag te given by the undersigned (a	February , 19 . 87 , and the control of the control	ed is incorporated into and shal
			covering the property described th Falls, Oregon 97601	
	Lender further covenar	addition to the covenants a it and agree as follows:	nd agreements made in the Secur	ity Instrument Rorrows and
	The Note has a set	AND MONTHLY PAYME	NT CHANGES	
			ges in an interest rate index called	the "Index". The Index is the:
	(-)			
	Check one box to indicate whe		changes in the interest rate on agol. Ch	•••••••••
	TO THE THE WALL WALLE OF CHAIN	goe i	a.c on cuch change	limin if we have the contract of the contract
see	note (2) A The interes	St rate cannot be changed by	in the interest rate at any Change	Date.
belo	w ** If the interest rate checreases in the interest rate B. LOAN CHARGES	nanges, the amount of Borrov e will result in higher paymen	ver's monthly payments will chang nts. Decreases in the interest rate v	nts at any Change Date. e as provided in the Note. In-
	necessary to reduce the ab	ted limits. If this is the case,	then: (A) any such loan charge she	lected in connection with the
	owed under the Note or I	e refunded to Borrower. Len by making a direct payment		rom Borrower which exceed-
	If Lender determines	that all		
	secure an agreement in a fine of the court o	form satisfactory to Lender	sums secured by this Security Inster may send Borrower a notice ide in paragraph 4 of the Security Ir subordinating that lien to this Sec	estrument or shall promptly
	II Incre is a transfer of	f the man		
	waiving the option to acce	is a limit), or (3) a change in the	he Base Index figure, or all of these	ent, Lender may require (1) In the amount of any one in- In as a condition of Lender's
	** With a limit on	wer agrees to all of the above	/e.	
	or minus three (± 3.00) percentage po	ints.	of the loan of plus
			Paul A. Barker	Barker (Scal) -BOTTOWER Barker
		(1)	\sim α 1	—Borrower
			Anselma M	Barker (See)
			amberma Barker	—Вогтоwer
	If more than one box is checked or if	no box is checked, and Lender and Ross	ower do not otherwise agree in writing, the first MFAIT	
	IDJUSTABLE RATE LOAN I	NO DOX is checked, and Lender and Borr RIDER—6/81—FHLMC UNIFORM INSTRU	ower do not otherwise agree in writing, the first MENT	Index named will apply. 44295-4 SAF Systems and Forms
STAT	E OF OREGON: COUNTY	OF KLAMATH: SS.		
Filed	for record at request of			
ot	Pebruary A.D.	, 19 <u>87</u> at <u>3:31</u> Mortgages	o'clock P M., and duly recorde	17th day day
FEE	\$21.00		on Page 2506 Evelyn Biehn, County	
نديد	T-1.00	and the second the second of the second of	By Ju Brein,	V