| -100 | Vol. M87 Page 25 |
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| AFTER RECORDING RETURN TO: KLAMATH FIRST FEDERAL SAVINGS | |
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| THIS DEED OF TRUST ("Security Instrument") is made on Penny M. 10.87 | od i se jednosti od programa. Spilosti od postanja programa i se programa |
| | |
| VOSS, husband and wife, ("Borrower"). The trustee is | The terms of the second |
| William Sisemore | ("Trustee"). The beneficiary is |
| William Sisemore KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION under the laws of the United States of America, and whose 2943 S. 6th St. Klamath Falls OR 97601 | which is organized and existing |
| 2943 S. 6th St., Klamath Falls, OR 97601 | e address is |
| Borrower owes Lender the principal sum of TWENTY SEVEN THOUSAND | AND NO / 100* * * * * * * * * * * * * |
| .*. * * * * * * * * * * * * * Dollars (U.S. \$. 27, 000, 00 |). This debt is evidenced by Borrower's note |
| dated the same date as this Security Instrument ("Note"), which provides for paid earlier, due and payable on February 20, 2012 | monthly payments, with the full debt, if not |
| secures to Lender: (a) the repayment of the debt evidenced by the Note, wi | ith interest, and all renewals extensions and |
| modifications; (b) the payment of all other sums, with interest, advanced und | ler paragraph 7 to protect the security of this |
| Security Instrument; and (c) the performance of Borrower's covenants and ag | reements under this Security Instrument and |
| the Note. For this purpose, Borrower irrevocably grants and conveys to Trust described property located in | tee, in trust, with power of sale, the following |
| *(d) The repayment of any future advances, with inte | rest thereon made to Rossesses |
| by Lender pursuant to the paragraph below ("Future A | dvances"). |
| FUTURE ADVANCES. Upon request of Borrower, Lender. | at Lender's option prior to |
| Tull reconveyance of the Property by Trustee to Borr | Ower may make Future Advances |
| to Borrower. Such Future Advances, with interest the | ereon, shall be secured by |
| this Deed of Trust when evidenced by promissory note secured hereby: | s stating that said notes are |
| letelanin an district to ander unbachening the finite latinis beautiff twite | स्तुत्रस्य कार्यस्य व्यवस्थातः । इत्यानस्य स्त्राप्ताः । । । । । । । । । । । । । । । । । । । |
| A parcel of land situate in SW2 of the NW2 of Section | Township 39 South Range |
| 9 East of the Willamette Meridian Klamath County Or | Occopies bostuci mana analas and analas an |
| described as follows: A the production of the result of the second section of the sectio | |
| | |
| Beginning at a point 30 feet North and 30 feet West o | f the West quarter corner of |
| Section 1, Township 39 South, Range 9 E.W.M., said p | oint also being the Otis V. |
| Saylor corner iron pin, thence North along the East 1 to apoint, thence East 720 feet, more or less, to a p | ine of Madison Street 792 feet |
| Street, and being the Northwest corner of property he | rein described thence South |
| along said East line of Ogden Street 66 feet to a poi | nt, thence East 270 feet to a |
| point, thence North, parallel with the East line of 0 | gden Street 66 feet, thence |
| West 270 feet to the point of beginning. | 原義的 경험 전쟁(14) : 1 이 : 1 : 1 : 1 : 1 : 1 : 1 : 1 : 1 : 1 : |
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| which has the address of 2133 Ogden Street. [Street] | Klamath Falls, |
| Oregon 97603 ("Property Address") | 可可能是可可能可以可以的自由一个。 (City) 可以由于一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个 |
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| TOGETHER WITH all the improvements now or hereafter erected cappurtenances, rents, royalties, mineral, oil and gas rights and profits, water | memorphoperty, and all easements, rights, er 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.

The base limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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ITS. Borrower and Lender covenant and agree as follows: UNIFURM COVENANTS. BOTTOWER and Lender covenant and agree as 10110WS:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due 1. rayment or rrincipal and interest; rrepayment and Late Unarges. Borrower snall promptly pay when determine the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to to Lender on the day monthly payments are due under the Note, until the Note is paid in rull, a sum ("runds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly lesselved regions on the Property if any (a) yearly beyond insurance premiums and (d) yearly one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basic of current data and reasonable estimates of future accrow items.

current data and reasonable estimates of ruture escrow items.

The Funds shall be held in an institution the deposits 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 The Funds shall be held in an institution of the funds of basis of current data and reasonable estimates of future escrow items. the runds shall be neight an institution the deposits of accounts of which are insured or guaranteed by a federal of state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. 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 may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender may not charge for holding and applying the Funds. Unless an agreement is made or applicable law Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law Lender may agree in writing that interest shall not be required to pay Rorrower any interest or earnings on the Funds. 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 Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Society Instrument.

Surity instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to address of the assess that access shall be address of the assess that access shall be address of the assess that access shall access the assess that access shall access the assess that access that access the access that access that access the access the access that access the access the access that access the access the access that access the access 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 ontion, either promptly repaid to Borrower's ordinal either promptly repaid to Borrower's either promptly repaid to Borrower's either promptly repaid to Borrower's either promptly either promptly either promptly either promptly either promptly either eit the due dates of the escrow items, snall exceed the amount required to pay the escrow items when due, the excess snall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the an porrower's option, either promptly repaid to porrower or credited to porrower on monthly payments of runds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount of the runds held by Lender is not sumctent to pay the escrow items when due, porrower shan pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower Upon payment in full of all sums secured by this Security Instrument, Lender Lender chall apply no later upon payment in tuil 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 sold of the Property of its acquirities by Lender any Funds held by Lender at the time of any runus new 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 current shall be application as a credit against the current shall be application.

3. 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. 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

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.

Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

A. 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 these obligations in the manner provided in paragraph 2 or if not raid in that manner. Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any.

Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the 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 receipts evidencing the payments.

sevidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

in profiting to the payment of the abligation accuracy by the lien in a manner acceptable to I and at the contact in good Borrower snall 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 forth the lien by or defende against an analysis of the lien by or defende against an analysis of the lien by or defende against an analysis of the lien by or defende against an analysis of the lien by or defende against an analysis of the lien by or defende against an analysis of the lien by or defende against an analysis of the lien by or defende against an analysis of the lien by or defende against an analysis of the lien in a manner acceptable to Lender; (b) contests in good for the lien in a manner acceptable to Lender; (b) contests in good for the lien in a manner acceptable to Lender; (b) contests in good for the lien in a manner acceptable to Lender; (b) contests in good for the lien in a manner acceptable to Lender; (b) contests in good for the lien in a manner acceptable to Lender; (c) and the lien in a manner acceptable to Lender; (b) contests in good for the lien in a manner acceptable to Lender; (b) contests in good for the lien in a manner acceptable to Lender; (c) and the lien in a manner acceptable to Lender; (c) and the lien in a manner acceptable to Lender; (b) contests in good for the lien in a manner acceptable to Lender; (b) and the lien in a manner acceptable to Lender; (c) and the lien in a manner acceptable to Lender; (b) and the lien in a manner acceptable to Lender; (c) and the lien in a manner acceptable to Lender; (b) and the lien in a manner acceptable to Lender; (c) and the lien in a manner acceptable to Lender; (c) and the lien in a manner acceptable to Lender; (d) and the lien in a manner acceptable to Lender; (d) and the lien in a manner acceptable to Lender; (d) and the lien in a manner acceptable to Lender; (e) and the lien in a manner acceptable to Lender; (e) and the lien in a manner acceptable to Lender; (e) and the lien in a manner accept agrees in writing to the payment of the obligation secured by the nen in a manner acceptable to Lender's opinion operate to faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to receipts evidencing the payments. tath the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument. I ander may give Borrows the Property is subject to a lien which may attain priority over this Security Instrument. agreement satisfactory to Lender subordinating the iten to this Security Instrument. It Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower as 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 lien of take one or more of the actions set forth above within 10 days. the rioperty is subject to a nen 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

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property 5. Hazard Insurance. Borrower shall keep the improvements now existing or nereatter 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 requires insurance. This insurance shall be chosen by Rorrower subject to Lender's approval which shall not be insurance coorder providing the insurance shall be chosen by Rorrower subject to Lender's approval which shall not be requires insurance. This insurance shall be insurance 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. An insurance poincies and renewals snan be acceptable to Lender and snan 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 incurance. Lender snan have the right to hold the poncies and renewals. If Lender requires, norrower snan 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.

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

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

Browerty demand if the restoration or repair is economically feasible and I ender's security is not bessened. If the an receipts of paid premiums and renewal notices. In the event of toss, Bortower share carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Onless Lender and Borrower olinerwise agree in writing, insurance proceeds snail be applied to 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 leasure 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 reastore or Lender's security would be lessened, the insurance proceeds snall 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 Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin the protice is given

ne nonce is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or unless the proceeds of the mount of the payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting under paragraph 19 the Property prior to the acquisition shall pass to 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 policies 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 Instrument immediately prior to the acquisition

Instrument immediately prior to the acquisition.

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, 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 leasehold and 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. 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 If Borrower fails to perform the

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect covenants and agreements contained in this Security Instrument, probate, for condemnation or to enforce laws or Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or lengths in the Property and Lender's rights in the Property and Lender's rights in the Property and 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. 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 action under this paragraph 7, Lender 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 fee title shall not merge unless Lender agrees to the merger in writing.

Inay take action under this paragraph 1, 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 paragraph 1 shall become additional debt of Borrower secured by this the paragraph of the terms of payment, these amounts shall be a interest from the Index agree to other terms of payment. These Rorrower and I ender agree to other terms of payment. 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 the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment. requesting payment.

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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.

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.

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. 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 uniess applicable law provides otherwise). The notice suan specify: (a) the default; (b) 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 follows to care the default of a before the default of the de 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,

and according sees and costs of the evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the it Lender invokes the power of safe, Lender shall execute of cause the Property to be sold and shall cause such notice to be 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 reasonable attorneys' fees and costs of title evidence. occurrence of an event of default and of Lender's election to cause the Property to be soid and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time manner prescribed by applicable law to horrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and

place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the to the person or persons legally entitled to it. person, by agent or by judiciany appointed receiver; snan be entitled to enter upon, take possession or 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 receive feet property and collection of the costs of management of the Property and collection of rents, including but not limited to receive feet property and collection of the costs of management of the Property and collection of rents, including but not shall be applied his to payment of the costs of management of the Froperty and conceded to receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by

21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons

22. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any legally entitled to it. Such person or persons shall pay any recordation costs. 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. power and duties conferred upon Trustee herein and by applicable law.

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 rider(s) were a part of this Security supplement, the covenants and agreements of this Security. supplement [Check applicable box(es)] and all (b) usions that [count and all other is Adjustable Rate Rider Condominium Rider Graduated Payment Rider Planned Unit Development Rider Other(s) [specify]

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Security By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Security

Instrument and in any rider(s) executed by Borrower and recorded with it.

PENNY M. VOSS who acquired title as

PENNY M. LONG

PEN

THE PROPERTY OF THE PROPERTY O with the provider souther the common Burnary Bills to sent on the University of the Constitution of the Co If the Property of the and hy Burtonian or it after her become by Length to Borrower the the con-COUNTY OF Klamath February 1987.

The foregoing instrument was acknowledged before me this (date)

Penny M. Poss who acquired title as Penny M. Long and Bruce R. Voss

(person(s) acknowledging) (person(s) acknowledging) ment and asset as a supplied to the state of to manufacture the incurrences in effect than anch a And John Leading (

My Commission expires: 1 6 - 13-90 Tucken (SEAL) POOF ONE Notary Public

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

ADJUSTABLE RATE LOAN RIDER

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

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| | ment'') of the sanKLAMATH.E | ne date given by the u IRST. FEDERAL SAVING of the same date (the | day of February the Mortgage, Deed undersigned (the "Born S AND LOAN ASSOCIATI "Note") and covering amath Falls, Orey | of Irust, or Deed ower'') to secure H | to Secure Debt (the 'Borrower's Note to | Security Instru- |
|--------------------|---|---|---|--|---|---|
| | | | Ртор | erty Address | *************************************** | ************ |
| | Lender further co | ovenant and agree as | e covenants and agree follows: HLY PAYMENT CHA | | e Security Instrumen | t, Borrower and |
| | The Note has .1st. day of th .12 months th | an "Initial Interest of the month beginning of the month beginning of the month in | Rate" of .9.25%. Thon March. 1st | ne Note interest rat | and on that day of | the month every |
| | Changes in the [Check one box to inc | ie interest rate are go licate Index i | verned by changes in a | n interest rate inde | x called the "Index". | The Index is the: |
| | (1) * "C Types of Lenders | ontract Interest Rat " published by the I | e, Purchase of Previo Federal Home Loan B | ank Board. | | - |
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| | loan would exceed necessary to reduced permitted limit | perpreted so that the in permitted limits. If the charge to the pess will be refunded to ote or by making a second control of the charge and the control of | y the Security Instrum nterest or other loan c this is the case, then: (ermitted limit; and (B) Borrower. Lender madirect payment to Bor | harges collected or A) any such loan or any sums already constants | to be collected in con charge shall be reduced collected from Borrow | nection with the |
| | shall promptly act secure an agreeme D. TRANSFER (| with regard to that in a form satisfactor THE PROPERTY | | send Borrower a ragraph 4 of the S linating that lien t | notice identifying that Security Instrument or o this Security Instru | t lien. Borrower shall promptly ment. |
| | terest rate change (waiving the option By signing thi | if there is a limit), or to accelerate provides. | ty subject to paragrap rate, or (2) an increase (3) a change in the Bas ded in paragraph 17. o all of the above. | in (or removal of) se Index figure, or | the limit on the amour all of these, as a condi | nt of any one in- tion of Lender's |
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| | ADJUSTABLE RAT | E LOAN RIDER—8/81 | ed, and Lender and Borrower FHLMC UNIFORM INSTRUMENT | do not otherwise agree in | | will apply. Systems and Ferms |
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