After recording please return to:

Klamath First Federal Savings P. O. Box 5270 Klamath Falls, OR 97601

76199

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on
THIS DEED OF TRUST ("Security Instrument") is made on
is made on husband .and .will
Porothy L. Hersley,
THIS DEED OF TRUST R. Horsley and The trustee is ("Trustee"). The believe in grant a spiriting
The printer is Robert Robert
MILLIANT ASSOCIATION
and whose address to
RLAMATH FIRST FEDERAL States of America 97601 Inder the laws of the United States of America 97601 Inder the laws of the United States of America 97601 Thousand and no/100— This debt is evidenced by Borrower's note 1540 Main Street, Klamath Falls, Oregon Thousand and no/100— This debt is evidenced by Borrower's note 1540 Main Street, Klamath Falls, Oregon 97601 This debt is evidenced by Borrower's note 1540 Main Street, With the full debt, if not 1540 Main Street, With the full debt, if not 1540 Main Street, With Interest, and all renewals, extensions and 1540 Main Street as this Security Instrument ("Note"), which provides for monthly payments, and all renewals, extensions and 1540 Main Street as this Security Instrument ("Note"), which provides for monthly payments, and all renewals, extensions and 1540 Main Street as this Security Instrument ("Note"), which provides for monthly payments, and all renewals, extensions and 1540 Main Street as this Security Instrument ("Note"), which provides for monthly payments, and all renewals, extensions and 1540 Main Street as this Security Instrument ("Note"), which provides for monthly payments, and all renewals, extensions and 1540 Main Street as this Security Instrument ("Note"), which provides for monthly payments, and all renewals, extensions and 1540 Main Street as this Security Instrument ("Note"), which provides for monthly payments, and all renewals, extensions and 1540 Main Street as this Security Instrument ("Note"), which provides for monthly payments, and all renewals, extensions and 1540 Main Street as this Security Instrument ("Note"), which provides for monthly payments, and all renewals, extensions and 1540 Main Street as the 1540 Main Street
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Borrower owes Lender the policy (Note), which provides for the provides extensions and
this Security Instrument 20, 2002 with interest, and all renewable security of this
dated the same date as this on June 200 indexed by the Note, with paragraph 7 to protect the Instrument and
anid earlier, due and payable remayment of the debt existing the interest, advanced under grants under this Security the following
dated the same date as this Security Instrument ("Note"), which proved dated the same date as this Security Instrument ("Note"), which proved the same date as this Security Instrument ("Note"), which proved the security of this paid earlier, due and payable on
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dated the same date as this Security Instrument 20. 2002. June 20. 2002 with interest, and an appalation for the debt evidenced by the Note, with interest, and an interest the security of this paid earlier, due and payable on fitted debt evidenced by the Note, with interest, and an interest the security Instrument and secures to Lender: (a) the repayment of all other sums, with interest, advanced under paragraph 7 to protect the Security Instrument and secures to Lender: (b) the payment of all other sums, with interest and agreements under this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and agreements under this Security Instruments and agreements under this Securi
Security For this purpose, Borrower Klamath
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the Note. For this purpose, bettother Klamatti. the Note. For this purpose, bettother Klamatti. described property located in the second of the paragraph below ("Future Advances"). *(d) The repayment of any future advances, the tender's option prior to the paragraph below ("Future Advances"). 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 by Lender pursuant to the Property by Trustee to Borrower, may make Future Advances by FUTURE ADVANCES. With interest thereon, shall be secured by FUTURE advances, with interest thereon, stating that said notes are
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FUTURE ADVANCES. of the Property by interest thereon, that said notes the
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*(d) The repayment to the paragraph of the paragraph of Borrower, Lender, at Lordon may make Future Advances. Upon request of Borrower, by Trustee to Borrower, may make Future Advances by FUTURE ADVANCES. Upon request of Borrower, shall be secured by full reconveyance of the Property by Trustee to Borrower. Such Future Advances, with interest thereon, shall be secured by Borrower. Such Future Advances, with interest thereon that said notes are to Borrower. Such Future when evidenced by promissory notes stating that said notes are to Borrower.
secured hereby.
secured not be county, oregon.
HARBOR ISLES, There Clerk of Klamath Com-

Lot 4. Black 1, HARBOR ISLES, TRACT 1209, according to the official I on file in the office of the County Clerk of Klamath County, Oregon.

See attached Adjustable Rate Loan Rider made a part herein.

		Klamath Falls (City)
. 29	38 Front Street	•
which has the address or	("Property Address");	ti coments, rights,
Oregon 9760L	("Property Address");	d on the property, and all easements, rights, water rights and stock and all fixtures now or
,	now or hereafter creaties were the second	water rights and stock unity Instrument. All of the

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 make the Property and that the Property is unencumbered, except for encumbrances of record. Recrower warrants 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.

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

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

The Funds shall be held in an institution the 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. 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 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

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 amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the 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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain 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 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 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 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 of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or 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 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, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

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

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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

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 undergraphy or other taking of any part of the Property or for conveyance in lieu of condemnation, are hereby 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 In time event of a total taking of the respectly, the proceeds shall be applied to the same 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 sums secured immediately the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately assigned and shall be paid to Lender. 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 divided by (b) the fair market value of the Property immediately before the taking divided by (b) the fair market value of the Property immediately before the taking divided by (b) the fair market value of the Property immediately before the taking divided by (b) the fair market value of the Property immediately before the taking divided by (b) the fair market value of the Property immediately before the taking divided by (b) the fair market value of the Property immediately before the taking divided by (b) the fair market value of the Property immediately before the taking divided by (b) the fair market value of the Property immediately before the taking divided by (b) the fair market value of the Property immediately before the taking divided by (b) the fair market value of the Property immediately before the taking divided by (b) the fair market value of the Property immediately before the taking divided by (b) the fair market value of the Property immediately before the taking divided by (b) the fair market value of the Property immediately before the taking divided by (b) the fair market value of the Property immediately before the taking divided by (b) the fair market value of the Property immediately before the taking divided by (b) the fair market value of the Property immediately before the taking divided by (b) the fair market value of the Property immediately before the taking divided by (b) the fair market value of the Property immediately by the fair market value of the Property immediately by the fair market value of the Property immediately by the fair market value of the Property immediately by the fair market value of the Property immediately by the fair market value of the Property immediately by the fair market value of the Property immediately by the Property immediately by th 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 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 Droperty or given. make an award or service a claim for damages, portower rails 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 sequent by this Sampin Instrument, whether or not then due paid to Borrower.

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 date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such 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 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 to the sums secured by this Security Instrument, whether or not then due.

No. Borrower Not Released; Porbearance By Lenuer Not a vealver. Extension of the time for payment of modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest and the sums secured by the original Regresser or Regresser's successors in interest and the sum of the original Regresser or Regresser's successors in interest interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Interest of Borrower shall not operate to release the Hability 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 Rorrower's successors in interest. Any forbegrance by Lender in exercising any right or remedu by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy The covenants and agreements of

shall not be a waiver of or preclude the exercise of any right or remedy. this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions this occurrity instrument shall using and ochem 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 only to mortage agreement and convey Instrument but does not account the Notes (a) is occuping this Security Instrument only to mortage agreement and convey Instrument but does not account the Notes (a) is occuping this Security Instrument only to mortage agreement and convey in the Security Instrument only to mortage agreement and convey in the Security Instrument only to mortage agreement and convey in the Security Instrument only to mortage agreement on the Security Instrument only to mortage agreement on the Security Instrument on the security Instrument on the Instrument of the Security Instrument on the Security In or paragraph 11. Horrower's covenants and agreements snall be joint and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey Instrument but does not execute the Note: (a) is co-signing this Security Instrument; (b) is not personally obligated to pay 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 Rorrower may agree to extend that motituder'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, notified forbest or make any accommodations with regard to the terms of this Security Instrument or the Note without modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

If the loan secured by this Security Instrument is subject to a law which sets maximum loan 14. 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 charges, and that law is finally interpreted so that the interest or other loan charges chall be reduced by the amount connection with the loan exceed the accounted limits, then (a) any such loan charge chall be reduced by the amount charges, and that law is maily interpreted so that the interest or other loan charges confected or to be confected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount many to reduce the permitted limits and (b) any sums already collected from Regressive which avoided necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limits will be refunded to Borrower. I ender may choose to make this refund by reducing the principal countries. 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 permitted mints will be retained to Borrower. Lender may encose to make this return by reducing the principal ower under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a province to the Note of the Not If enactment or expiration of applicable laws has the effect of

partial prepayment without any prepayment charge under the Note. 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. Natices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by 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 mailing it by first class mail unless applicable law requires use of another method. The notice shall be given by Property Address or any other address Borrower designates by notice to Lender Any notice to Rorrower. Any notice first class mail to Lender's address stated herein or any other address Lender designates by notice to Rorrower. Any notice 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 provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided 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 jurisdiction in which the Property is located. In the event that any provisions of this Security Instrument or the Note Conflicts with applicable law, such conflicting provision. To this end the provisions of this Security Instrument and the which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

Borrower shall be given one conformed copy of the Note and of this Security Instrument. 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 in full of all sums interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred in full of all sums interest in it is sold or transferred (or if a beneficial interest in Borrower) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums Note are declared to be severable. 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 evercised by Lender if evercise is prohibited by person) without Lender's prior written consent, Lender may, at its option, require immediate payment in run of an sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by

law as of the date of this occurry instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period less than 10 days from the date the notice is delivered or mailed within which Borrower must reveal a constant the state the notice is delivered or mailed within which Borrower must reveal a constant to the late the notice is delivered or mailed within which Borrower must reveal a constant to the late the notice is delivered or mailed within which Borrower must reveal a constant to the late the notice is delivered or mailed within which Borrower must reveal a constant to the late the notice is delivered or mailed within which Borrower must reveal a constant to the late the notice is delivered or mailed within which Borrower must reveal to the late the notice is delivered or mailed within which Borrower must reveal to the late the notice is delivered or mailed within which Borrower must reveal to the late the notice is delivered or mailed within which Borrower must reveal to the late the notice is delivered or mailed within which Borrower must reveal to the late the notice is delivered or mailed within which Borrower must reveal to the late the notice is delivered or mailed within which Borrower must reveal to the late the notice is delivered or mailed within which Borrower must reveal to the late the notice is delivered or mailed within the late the notice is delivered or mailed within the late the notice is delivered or mailed within the late the notice is delivered or mailed within the late the notice is delivered or mailed within the late the notice of the late the notice is delivered or mailed within the late the notice of the l of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by federal law as of the date of this Security Instrument. of not less than 30 days from the date the notice is derivered of maned within which borrower must pay an sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

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 a small value of the Broperty pursuant to any source of sale contained in this applicable law may specify for reinstatement) before sale of the Broperty pursuant to any source of sale contained in this enforcement of this occurrity instrument discontinued at any time prior to the earner of (a) a days (of such other period as applicable law may specify for reinstalement) before sale of the Property pursuant to any power of sale contained in this sample law may specify for reinstalement) before sale of the Property pursuant to any power of sale contained in this sample. Instrument, or (b) enter of a indement enforcing this Sample Instrument, or (b) enter of a indement enforcing this sample. Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower:

(a) have Lender all some which then would be due under this Security Instrument and the Mote had no accolaration 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

(b) pays all expenses incurred in enforcing this (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 reasonably require to assure that the nen of this Security Instrument, Lenuer'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 bareby shall remain fully effective as if no acceleration had 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 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 oreach of any covenant of agreement in this Security instrument (out 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 data not less than 30 days from the data the notice is given to Rorrower, by which the default must be cured: 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; Gerauit; (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 bring a court action to assert the non-existence of a default or any other secured by this Security Instrument and sale of the Property. The notice shall further inform isorrower of 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 to acceleration and sale in full of all sums secured by this Society Instrument without further 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 purching the remedies provided in this paragraph 10 including but not limited to cemand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to, collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to,

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be occurrence of an event of deciding and of Lender's election to cause the rapperty 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 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 Rorrower shall call the Property at public question to the highest 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 hidder at the time and place and under the terms decignated in the notice of sale in one or more persons and in one or more persons. 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 nostrone sale of all or any parcel of the Deposity by public appropriate the time and 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.

Tracted chall deliver to the purchase Tracted dood conveying the Property without only of

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, and an implied. The residule in the Trustee's deed chall be prime facio evidence of the truth of the contemporary made. expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made the analyst the proceeds of the sale in the following orders (a) to all concerns of the sale including but not 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 rescandily Trustee's and attempts of face. (b) to all same secured by this Security Instrument; and (a) any average 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 the property of the indicially appointed receiver) shall be entitled to enter upon take possession of and manage the 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 rante including but not shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not sman or appned mas to payment of the costs of management of the Froperty and concerton of tents, including, our 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 21. Reconveyance. Upon payment or an sums secured by this Security instrument, Lender snan request i rustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument and all notes evidencing debt secured by this Security and without charge to the person or persons. 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 int supplement the covenants and agreements of this Security Instrument as if the rider(s) were a

Uther(s) [specify]	Condominium Rider Planned Unit Development Rider The rider(s) were a part of this Security 2-4 Family Rider
BY SIGNING BELOW, Borr Instrument and in any rider(s) execu	rower accepts and agrees to the terms and covenants contained in this Security
	Robert B. Horsley (Seal) -Borrower
STATE OF CALIFORNIA	Dorothy L Horsley (Seal)
COUNTY OF Shasta	On this 23rd
Manage Ma	Mona M To in the uses
NOTARY FUELO - CALIFORNIA	Modert B. Horsley and Dorothy I. Honor
W comm. Ciples MAY 27, 1000	that they
MOTACY FUELIC - CALIFORNIA	Shasta State of California
27 1050 P	above written. the day and year in this certificate first

mo

Notary Public, State of California

My commission expires May 27, 1989

Cowdery's Form No. 32 — Acknowledgement — General (C. C. Sec. 1190a)

ADJUSTABLE RATE LOAN RIDER

11191

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.

DECREASES IN THE INTEREST RATE WILL RISSOUT IN LOWER TAXABLE IS
This Rider is made this 26th day of
(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and
located at 2938 Front Street, Klamath Falls, Oregon 97601
Property Address
Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows: A. INTEREST RATE AND MONTHLY PAYMENT CHANGES
The Note has an "Initial Interest Rate" of 8.75.%. The Note interest rate may be increased or decreased on the lat. day of the month beginning on . September 1, 1988 and on that day of the month every
. 12. months thereaster. 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.) (1)
Types of Lenders' published by the Federal Home Loan Bank Board. (2) (2)
[Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.]
(1) There is no maximum limit on changes in the interest rate at any Change Date.
SEE NOTE (2) I The interest rate cannot be changed by more than .1.00 percentage points at any Change Date. BELOW** 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.
C. PRIOR LIENS If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien
which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.
D. TRANSFER OF THE PROPERTY If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1)
an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.
By signing this, Borrower agrees to all of the above. **With a limit on the interest rate adjustments during the life of the loan of plus or
minus three (±3.00) percentage points.
Robert B. Horsley Borrower
$O - 0 \sim 4 / 1$
Dorothy L. Horsley —Borrower
the state of the first find or wanted will small
* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply. ADJUSTABLE RATE LOAN RIDER—6.81—FILMC UNIFORM INSTRUMENT 44205-4 SAF Bystoms and Forms
STATE OF OREGON: COUNTY OF KLAMATH: ss.
Filed for record at request of Mountain Title Company the 26th day of June A.D. 19 87 at 1:31 o'clock P.M., and duly recorded in Vol. M87
of
FEE \$21.00 By