After recording return to:

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

76873

Vol. MM Page 12388

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DEED OF TRUST

DEED OF TROOP	
THIS DEED OF TRUST ("Security Instrument") is made on July 8, THIS DEED OF TRUST ("Security Instrument") is made on July 8, McReynolds, husband and wife ("Borrower"). The trustee is William Sisemore. ("Trustee"). The beneficiary is William Sisemore. ("Trustee"). The beneficiary is	
titliam Sisemore("Iffusice"). The devicting	
inder the laws oftheunited	
Dollars (U.S. 5.512 but a. M. morthly payments, with the full debt, it not	
July 23x. 20x. July 24x. July 25x. 20x. July 25x. July 25	
by Lender pursuant to the paragraph below ("Future Advances"). By Lender pursuant to the paragraph below ("Future Advances") soption prior to FUTURE ADVANCES. Upon request of Borrower, Lender, at Lender's option prior to FUTURE ADVANCES. Upon request of Borrower, may make Future Advances full reconveyance of the Property by Trustee to Borrower, shall be secured by 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 this Deed of Trust when evidenced by promissory notes stating that	
secured hereby. Lot 6 and the Westerly 10 feet of Lot 5 in Block 2 of WEST HILLS HOMES,	

Lot 6 and the Westerly 10 feet of Lot 5 in Block 2 of WEST HILLS HOMES according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

See attached Adjustable Rate Loan Rider made a part herein.

which h	as the address of	1117 Sequoia Stre	<u>pt</u> ,	Klamath.Falls
0	97601	("Property	Address");	
Oregon	[Zip Code]			1 U assaments, rights

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to 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 basis of current data and reasonable estimates of future escrow items.

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 this Security Instrument.

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 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 I 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

receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to 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

unreasonably withheld.

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 when the notice is given.

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

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, 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. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security 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

requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, wer shall now the premiums required to maintain the incurance in effect until such time as the requirement for the 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. 12330 insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

nce 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 Representation and inspection of the Property. 8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Propession of the Propession

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with proceeds of any part of the Perpetty or for conveyance in lieu of condemnation are hereby 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with assigned and shall be paid to I ender.

ed 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 whether or not then due with any excess paid to Rorrower. In the event of a partial taking of the Property 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 Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by this Security Instrument shall be reduced by unless norrower 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 takine. An enablance shall be 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

Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to a sward or settle a claim for damages. Rorrower fails to recoond to Lender within 30 damages the data the notice is 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 authorized to collect and apply the proceeds at its option, either to restoration or repair of the December of 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 not then due. 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 the due date of the monthly nayments rejerted to in paragraphs 1 and 2 or change the appoint of such

- Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or 10. Borrower Not Released: Forheadance Rv Lender Not a Walver Extension of the time for payment or 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. modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not be required to commence proceedings against any successor in interest or refuse to evtend time for Interest of Borrower shall not operate to release the liability of the original Borrower of 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 Extension of the time for payment or payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made shall not be a waiver of or preclude the exercise of 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. 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 the provisions of the provisions this Security. 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 only to mortgage, grant and convey of paragraph 1/. 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 obliqued to pay Instrument out 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 security Instrument and the sum cacured by this Security Instrument; (c) is not personally obligated to pay The covenants and agreements of 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 Nata without 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 the loan exceed the permitted limits them (a) any such loan charge chall be reduced by the angular 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 of the charge to the permitted limit, and (b) any sums already collected from Rosenwer which exceeded 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 Lendar may choose to make this refund by reducing the principal and 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 samplest to Rossawer. He refund reduces principal the reduction will be treated as a permitted limits will be refunded to Horrower. Lender may choose to make this relund 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 enactmen

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, and read involve any remediate navment in full of all sums secured by this Security Instrument and read involve any remediate. 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 necessarily instrument and may invoke any remedies. 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 it by first class mail unless annlicable law esquires use of another method. The notice shall be directed to the 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 first class mail to Lender's address stated herein or any other address Lender designates by notice to Lender shall be given by notice to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be designated by notice to Lender designates by notice to Borrower any other address Lender designates by notice to Borrower. Any notice to Borrower as provided hrst class mail to Lender's address stated herein or any other address Lender designates by notice to norrower. Any notice 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. 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 connects 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 Renoficial Interest in Rorrower. If all or any part of the Property or any 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 nerson) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums 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 person) without Lender's prior written consent, Lender may, at its option, require immediate payment in tuil 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.

Haw 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 less than 30 days from the date the notice is delivered or mailed within which Borrower must nav all some secured by 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 the expiration of this period. Lender may invoke any 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 Rorrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have sment of this Security Instrument discontinued at any time prior to the carlier of (a) 5 days for each other period as 18. Borrower's Right to Reinstate. It 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 annihilable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this 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. Those conditions are that Rotrowers 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) page 1 and contained the Note had no acceleration 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 of the coverance of agreements. (c) have all expenses incurred in enforcing this (a) pays Lender an 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 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 Ragrower's Security Instrument, including, but not limited to, reasonable attorneys' tees; 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 continue unchanged. Upon reinstatement by 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. borrower, this security instrument and the conganous secured nervoy shan remain runy enective as it no accessored. 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

- 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
- 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,
 - 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

Instrument. [Check applicable box(es)]	s of this Security Instrument as if the rider(s	orated into and shall amend and b) were a part of this Security
Adjustable Rate Rider Graduated Payment Rider	Condominium Rider	2-4 Family Rider
Other(s) [specify]	Planned Unit Development Rider	
BY SIGNING BELOW, Borrower ac Instrument and in any rider(s) executed by B	ccepts and agrees to the terms and covenan coverant coverant terms.	ts contained in this Security
	Donaly Willey	00.
	Dana M. McReynolds Terry J. McReynolds Terry J. McReynolds	(Scal) —Borrower
[Spa	Terry McReynolds	(Scal)
STATE OFOREGON		
COUNTY OF KLAMATH	SS:	
The foregoing instrument was acknowledged	before me thisJuly 8, 1987	,
by Dana M. McReynol	ds and Terry L. McReynolds (date)	
My Commission expires: 7-6-90		E CONTRACTOR OF THE PROPERTY O
	/ Chillie U(1	COL (SBAL)
This instrument was prepared by Klamath	Notary Pu	ablic " "
This instrument was prepared by. Klamath 1	List rederal Savings and Loan As	sociation

ADJUSTABLE RATE LOAN RIDER

12392

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.

	This pro	IN THE INTEREST RATE	WILL RESULT IN HIGHER PAYMEN E WILL RESULT IN LOWER PAYMEN	IN-
	be deemed to made this	8th	WILL RESULT IN HIGHER PAYMEN WILL RESULT IN LOWER PAYMEN LY,, 19. 87, and is incorporated of Trust, or Deed to Secure Debt (the opposer") to secure Borrower's Note to	TS.
	ment") of the	plement the M. Jul	d of Trust, or Deed to Secure Debt (the orrower') to secure Borrower's Note to	TS.
	. KLAMATH FIRST FEDERAL SIVER	by the undersion less Dee	ord of Trust, or Deed to Secure Debt (the orrower') to secure Borrower's Note to	
	(the "Lender") of the	S.AND LOAM ASSOCIATION	of of Trust, or Deed to Secure Debt (the Orrower') to secure Borrower's Note to	ted into and sha
	located at 1117 Segue	ate (the "Note")	Note to	Security Instru
		a Street, Klamath Pri	ing the property de	**********
1	Modifications In addition	Pro	perty Address	mstrument and
[2]	Lender further covenant and a A. INTEREST RATE AND N	1 to the covenante and	ements made in the Security Instrument,	•••••••
	A. INTEREST RATE AND M The Note has an "Initial In 12". day of the month heri	gree as follows:	ements made in the S.	
	The Note has an "Initial t	ONTHLY PAYMENT OF	ANGES ne Note interest rate may be increased or de increased or de that day of the	Rorrow
	day of the month be	terest Rate" of 9.00 gr	ANGES	porrower and
	Changes in the interest road	i	1, 19. 88 and be increased or de	Creared
	[Check one box to indicate Index.]	ire governed by changes in a	and on that day of the	month
	Tyme (1) A "Contract Interest	and an	ie Note interest rate may be increased or de, 19, 88, and on that day of the n interest rate index called the "Index". The listy Occupied Homes, National Average factories.	month every
	Types of Lenders" published by (2) (2)	Loan Bar	isly Occupied Homes, National Average f	Or all be a
	Check one box to indicate whether the			or all Major
	or no maximum limits	any manin		
SEE NO	LE IN SE. " " Maximi	Pag 17	CHECK HOME - D	• • • •
BELOW*				
	creases in al	not be changed by more the	terest rate at any Change Date. In . 1. 00 percentage points at any Change thly payments will change as provided in the assess in the interest rate will result in lower is subject to a law which	inere will
· a	R 1041 The interest rate will recu	amount of Borrower's money	n . 1. 00 percentage point	
	It could be seen and test	t in higher payments. Decree	thly payments will change as provided in the asses in the interest rate will result in lower is subject to a law which sets maximum losses collected or to be collected in connection any such loan charge.	Date
	necessary to and exceed permitted limits	of therest or other loan chare	is subject to a law which sets maximum losges collected or to be collected in connection any such loan charge shall be reduced by the sums already collected from Borrower which the state of the state	. ,
	ed permitted !:	ners is the case, then: (A)	ges collected or to be collected in connection any such loan charge shall be reduced by the sums already collected from Borrower which noose to make this refund by reducing the er.	an charges
	owed under the Note or by making C. PRIOR LIENS If Lender determines that of	o Permitted limit; and (B) any	my such loan charge shall be and connection	n with the
	t DDIAN - UV IDavina	willier man at	- Concerno (Form to Control of Co	E SIMONIA
	If I ender a	direct payment to Borrows	loose to make this refund by	h exceed-
				•
S S	secure an agreement with regard to the	lien and Lender may send	d by this Security Instrument are subject of Borrower a notice identifying that lien. But the Security Instrument or shall put that lien to this Security Instrument.	-
] 1	D. TRANSFER OF a form satisfa	tory as provided in paragra	nh 4 c subject	to a lien
	If there is a tribe PROPERT	V Lender subordination	the Security Instrument and then. B.	orrower
a	n increase in the country of the Proper	tv subject	is that hen to this Security Instrum	romptly
te	rest rate change (self Note interest	ate or (a) paragraph 17 o	f the C	- •
w.	aiving the option	(3) a chi an increase in (or i	removed Instrument, Lender	
4.4	By signing this accelerate provide	ed in a line Base Inde	figure (1) the limit on the amount of	uire (1)
**With a 1	imit on the Borrower agrees to	all of language 17.	and these, as a condition of any	one in-
three (±	3.00) never interest rate a	die above.	f the Security Instrument, Lender may requirement of the limit on the amount of any of X figure, or all of these, as a condition of Le	nder's
	percentage points.	Justments during the	146	
			Tire of the loan of nice	
		$\boldsymbol{\rho}$	x figure, or all of these, as a condition of Le	nus
		<i>D</i> C	Ina Willey , an	
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* If more	than one box is chanted			
หกากอ	THAN ONE BOX IS CHECKED OF IT NO BOX IS CHECKED, AND STABLE RATE LOAN RIDER—6/81—PRIM	d Lender and a		
	COMM HIDER—8/81-RAM	UNIFORM INFORMATION OF OTHER WILL	₹ arree in much	
STATE OF	Than one box is checked or if no box is checked, an STABLE RATE LOAN RIDER—8:81-PMM OREGON: COUNTY OF NAMED	MINISTRUMENT	or writing, the first Index named will anni-	
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50'S E. W		By By	iehn, County Clerk	
() a	6		- 119m Jon The	,
THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.				