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Vol. <u>181</u> Page **12648**

After recording return to:

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

[Space Above This Line For Recording Data] -

DEED OF TRUST

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

A portion of Tract 22, GIENGER'S HOME TRACTS, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a 3/4 inch iron pin marking the intersection of the Easterly right of way line of Hope Street and the Northerly right of way line of Hilyard Avenue; thence North, along said Easterly right of way line, 80.00 feet to a 1/2 inch iron pin marking the true point of beginning of this description; thence continuing North 76.60 feet to a 1/2 inch iron pipe on the North line of that tract of land as described in Deed Volume M78, page 1649, Microfilm Records of Klamath County, Oregon; thence North 89 degrees 30' East along said North line, 172.10 feet to a 1/2 inch iron pin; thence South 00 degrees 30' East 76.60 feet to a 1/2 inch iron pin; thence South 89 degrees 30' West 172.77 feet to the true point of beginning.

See attached Adjustable Rate Loan Rider made a part herein.

which ha	s the address of	2953	Hope Str	reet	
				[Street]	[City]
Oregon		Codel	("P	roperty	Address");

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

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

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

OREGON—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3038,12/83 44737 SAF SYSTEMS AND FORMS CHICAGO, IL 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 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 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 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 of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The 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 bankruptey, 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.

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insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the premiums required to maintain the insurance 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,

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

assigned and shall be paid to Lender. any condemnation or other taking of any part of the Property, 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

paid to Borrower. the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking. Any balance shall be before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by 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,

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for postpone the due date of the monthly payments referred to in paragraphs I 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 of Borrower's successors in interest.

that Borrower's consent. modily, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security 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 previsions

partial prepayment without any prepayment charge under the Note. under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed neccessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount 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 enterest.

.71 dqergeraq 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 rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights.

udeisered sidi ni 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 Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by mailing it by first class mail unless applicable law requires 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

which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note 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

federal law as of the date of this Security Instrument. 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

remedies permitted by this Security Instrument without further notice or demand on Borrower. this Security Instrument. If Borrower fails to pay these sums prior to 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 If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

Borrower, this Security Instrument and the obligations secured nereby snatt remain the paragraphs 13 or 17. Borrower, this Security Instrument and the obligations secured nereby snatt remain the paragraphs 13 or 17. (a) pays Lender all sums which then would be due under this Security instrument. I nose continuous are that portower: (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 acceletation had security Instrument under pays the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by 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 acceletation had securited. However, this right to reinstate shall not anothy in the case of acceletation under paratraphs 13 or 17. Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have and other period as any imme prior to the carlier 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 of a intermediate the Security Instrument of the Property pursuant to any power of sale contained in this Security Instrument of a prior to the Security Instrument of the Property pursuant to any power of sale contained in this Security Instrument of a participation of the Property pursuant to any power of sale contained in this Security Instruments of the Property pursuant to any power of the Property Pursuant to any property power of the Property Pursuant to any power of the Prope

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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. reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security 21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to

property and to collect the rents of the Property including those past due. Any rents opon, take possession of and manage me shall be applied first to payment of the Property including those past due. Any rents collected by Lender or the receiver limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property. Lender (in the annual of the property contact the print of the property of the

limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess expressed of implications in the states of the sale in the following order: (a) to all expenses of the sale, including, but not the receiver the sale in the sale in the sale in the second solution is the sale in the second solution is the sale in expressed or implication of the recitation of the state of the final be prima factor of the truth of the statement of the sta Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty,

place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale. required of appricable law, trustee, without demand on notioner, shall self the troperty at public ancron to the inguest 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 also of any provincity exponential calo. I onder or its designee may nurshase the Property at any verte bidder at the time and bloce and under the terme decimated in the persons of relativity at public auction to the highest hidder at the time required by applicable law. After the time required by applicable law. recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner presented by control for the Property is located. Lender or Trustee shall give notice of sale in the reasonable actority's rees and costs of this 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 woorded in over of an event of actual and of Lender's election to cause the Property to be sold and shall cause such notice to be

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. detense of non-vert to acceleration and safet in full of all sums secured by this Security Instrument without further defended and may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale any other remedies permitted by applicable law. Lender shall be entitled to defend all ownerses incurred in nursuing the remedies neurities in this neurotenb. 10 including, hut not limited to referse of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender of its ortion and rower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender of its ortion and rower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender usingly, (c) a date, not ress than so days from the date the notice is given to not tonet, by which the default on of the sums of early in acceleration of the sums 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 remy other security instrument and sale of the Property. The notice shall further inform Borrower of the right to remy other security instrument and sale of the Property. The notice shall further inform Borrower of the right to remy other security instrument and sale of the Property. Is, Acceleration, rememes, remetes, remaining the motice to bottower prior to acceleration tomowing bottower a 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 foilure to cure the date from the date the notice is given to Borrower, by which the default must be cured; and (d) that foilure to cure the date the notice is given to Borrower, by which the default must be cured; 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's of any comparison of the first and the second of 12651 NON UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

ADJUSTABLE RATE LOAN RIDER

12652

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

be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at ... 2953 Hope Street, Klamath Falls, Oregon 97603

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 8:50.%. The Note interest rate may be increased or decreased on the 1st. day of the month beginning on ... September 1,, 19.88... and on that day of the month every 12... months thereafter.

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) 🖄 "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.

(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 (1)

SEE NOTE BELOW**

□ There is no maximum limit on changes in the interest rate at any Change Date. (2)

The interest rate cannot be changed by more than .1..00 percentage points at any Change Date. If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. In-

creases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

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 surns 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.

Jaly du (Seal) Robert L. Owen -Borrower

Marcaune •••••(Seal) Marianne R. Owen -Borrower

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U 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-FHLMC UNIFORM INSTRUMENT 44295-4 SAF Systems and Forme

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of ____ Mountain Title Company A.D., 19 <u>87</u> at <u>11:47</u> o'clock <u>A</u>M., and duly recorded in Vol. <u>M87</u> of <u>Mortgages</u> on Page <u>12648</u> of July _ dav Evelyn Biehn, FEE \$21.00 County Clerk .Th

By