

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

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

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

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

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

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

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

22. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

23. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes.

24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 2-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider          | <input type="checkbox"/> Planned Unit Development Rider |   |
| <input type="checkbox"/> Other(s) [specify]               |   |   |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

PLEASE SEE ATTACHED EXHIBIT "B" - SIGNATURE SHEET

(Seal)  
—Borrower

(Seal)  
—Borrower

[Space Below This Line For Acknowledgment]

STATE OF ..... OREGON

COUNTY OF ..... KLAMATH

SS:

PLEASE SEE ATTACHED EXHIBIT "B"  
SIGNATURE SHEET

The foregoing instrument was acknowledged before me this.....

by ..... KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION ..... (date)  
(person(s) acknowledging)

My Commission expires:

(SEAL)

Notary Public

This instrument was prepared by.....

Order No.: 20448

EXHIBIT "A"  
LEGAL DESCRIPTION

A tract of land situated in the NE 1/4 NE 1/4 of Section 21, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the North 1/16 corner common to Sections 21 and 22, from which the Northeast corner of said Section 21 bears North 00 degrees 33' 20" East 1337.10 feet; thence South 89 degrees 43' West 579.25 feet and North 03 degrees 25' West 30.04 feet to a 3/4 inch pipe marking the Southeast corner of recorded Survey No. 1456, as recorded in the office of the Klamath County Surveyor; thence North 03 degrees 25' West 299.06 feet to a 3/4 inch pipe marking the Northeast corner of said Survey No. 1456; thence South 89 degrees 43' West along the Northerly line of said Survey No. 1456 and its extension 281.00 feet to a 5/8 inch iron pin; thence North 00 degrees 33' 20" East 1000.14 feet to a 5/8 inch iron pin on the approximate Southerly right of way line of the USBR F-3 lateral; thence Easterly along said Southerly right of way 600 feet, more or less, to the Southwesterly right of way line of the Southern Pacific Railroad; thence South 33 degrees 14' 10" East along said Southwesterly right of way 540 feet, more or less, to the East line of said Section 21; thence South 00 degrees 33' 20" West 894.60 feet to the point of beginning, with bearings based on said recorded Survey No. 1456. Reference recorded Survey No. 2604, as recorded in the office of the Klamath County Surveyor.

EXCEPTING FROM the above described property that portion lying within the right of way of Washburn Way or Joe Wright Road.

ALSO EXCEPTING THEREFROM the following described property situated in Section 21, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Commencing at an iron pipe at the centerline intersection of Joe Wright Road and Washburn Way; thence along the centerline of Joe Wright Road South 89 degrees 43' West, 479.25 feet; thence North 3 degrees 25' West, 30.04 feet to a 3/4" iron pipe for the true point of beginning; Thence North 3 degrees 25' West, 299.06 feet to a 3/4" iron pipe; thence North 89 degrees 43' East, 73.00 feet to the East corner; thence South 3 degrees 25' East, 299.06 feet to the North Boundary of Joe Wright Road; thence along said road boundary, South 89 degrees 43' West, 73.00 feet to the true point of beginning.

Tax Account No.: 3909 02100 00100

EXHIBIT "B"WASHBURN AIRPORT PARTNERS BY:

Ronald Sumner  
RONALD SUMNER, individually

Ben Degroot  
BEN DEGROOT, individually

Donald Ekstrom  
DONALD EKSTROM, individually

Stephen L. Tofft  
STEPHEN L. TOFFT, individually

David Gray  
DAVID GRAY, individually

Ronald Sumner  
RONALD SUMNER, for partnership

Ben Degroot  
BEN DEGROOT, for partnership

Donald Ekstrom  
DONALD EKSTROM, for partnership

Stephen L. Tofft  
STEPHEN L. TOFFT, for partnership

David Gray  
DAVID GRAY, for partnership

STATE OF OREGON }  
COUNTY OF KLAMATH } SS:

OCTOBER 3, 1988

The foregoing instrument was acknowledged before me this 3rd day of October, 1988 by WASHBURN AIRPORT PARTNERS, by: Ronald Sumner, Ben Degroot, Donald Ekstrom, ~~Stephen L. Tofft, and David Gray~~, for the partnership and as individuals.

My commission expires: 7-6-90

David J. Phillips  
Notary Public

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

STATE OF CALIFORNIA

COUNTY OF Sacramento

On this 4th day of October, 1988, before me, Pamela R. Phillips, a Notary Public, State of California, duly licensed and sworn, personally appeared David Gray and Stephen L. Tofft, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed this instrument, on behalf of the partnership and acknowledged to me that the partnership executed it.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, in the California County of Sacramento, on the date set forth above in this certificate.

Pamela R. Phillips  
Notary Public, State of California.  
My commission expires 5/15/92

## ADJUSTABLE RATE LOAN RIDER

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

This Rider is made this 3rd day of October, 1988, and is incorporated into and shall 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 2300 Block Joe Wright Rd., N.W.C. Joe Wright Rd/Washburn Way, Klamath Falls, OR  
Property Address 97603

**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 10.25%. The Note interest rate may be increased or decreased on the 1st day of the month beginning on March 1, 1990 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) ☒ Federal Home Loan Bank of San Francisco Eleventh District Institutions Monthly Weighted Average Cost of Funds.

[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.

(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. 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 exceed 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 ( $\pm 3.00$ ) percentage points.

Ronald Sumner  
RONALD SUMNER, individually

Ben DeGroot  
BEN DEGROOT, individually

Donald Ekstrom  
DONALD EKSTROM, individually

Stephen L. Tofft  
STEPHEN L. TOFFT, individually

David Gray  
DAVID GRAY, individually

STATE OF OREGON: COUNTY OF KLAMATH

WASHBURN AIRPORT PARTNERS BY:

Ronald Sumner (Seal)  
RONALD SUMNER, for partnership —Borrower

Ben DeGroot (Seal)  
BEN DEGROOT, for partnership —Borrower

Donald Ekstrom  
DONALD EKSTROM, for partnership

Stephen L. Tofft  
STEPHEN L. TOFFT, for partnership

David Gray  
DAVID GRAY, for partnership

If more than one box is checked or if no box is checked, Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

Filed for record at request of \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 1988, at \_\_\_\_\_ o'clock \_\_\_\_\_ P.M., and duly recorded in Vol. \_\_\_\_\_ of \_\_\_\_\_ on Page \_\_\_\_\_  
Mortgage \_\_\_\_\_  
Evelyn Biehn County Clerk

FEE \$38.00

INDEXED

18783  
19683

REC-10000

19690

# NOTARIAL PUBLIC STATE OF OREGON

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 21st day  
of Nov. A.D., 1988 at 10:20 o'clock AM., and duly recorded in Vol. M88  
of Mortgages on Page 19683.  
FEE \$43.00  
Evelyn Biehn County Clerk  
By D. Aulene Mullendore