Klamath County Title Co. #K-41548 requesting payment the date of dishurs ment at the Note rate and shall be payable, with interesticulant notice from Lender in Bostover Security Instrument. Unless Borrower and Lender agree to other terois of payment, these amounts chall been interest from And subject the subject of the subje regulations), then Lender may do and pay for whatever is necessary in project (the Salne of the Property and Lender Lights coveriants and agreements contained in this Security Institution is given for it is feat price cling that may significantly after at Lender's rights in the Property (such as a proceeding to hankingley, probable for condemnation or to enforce lasts at Lender's rights in the Property (such as a proceeding to hankingley, probable for condemnation or to enforce lasts at 7. Protection of Lender's Rights in the Property: Mortgage Insurance. H percence goe to become ne fee fully shall not merge unless Leader agrees to the merger in writing. (Space Above This; Line (For Recording Data) fortrument immediately prior to the acquisibEED LOL LLKRL.

6. Preservation and Maintenance obeen 100, LKRL for shall not desirely, damage or substantially change the Property, allow the Property to detertion in commutativesite. If the Security Institution is an accountable to the property of the Security Institution of the Security in the Security trous demands to the 1 tope 15 briot to the acquirity instrument.) is made on the larger of the sacriful in 12.31. 1989....The grantor is .......Truman .B. .. Gosney .and .Roseanna .K. . Gosney Husband and Wife ("Borrower")) The trustee is a second William L. Sisemore ("Trustee"). The beneficiary is KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION which is organized and existing under the laws of the United States of America and whose address is 540 Main Street, Klamath Falls, OR 97601 ("Lender"). modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note; and (d) the repayment of any future advances, with interest thereon; made to Borrower by Lender pursuant to the paragraph below ("Future Advances"). FUTURE ADVANCES. Upon request to 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 of the Beginning at an iron pin on the 40 line which lies N. 89°06' E. along the line a distance of 30 feet from the iron axle which marks the Southwest corner of the NEISWi of Section, 1, Township 39 South, Range, 9 East, of the Willamette Meridian, in Klamath County, Oregon, and running thence N.  $20^{\circ}51^{\circ}$  W. along the  $30^{\circ}$ East (right) of way dine of Patterson Street; addistance of 117.5 feet, thence N. with the 89:09 to E. was distance of old offeet; withence on the OS51 to Wind odistance of 100 feet; thence N. 89°09! E. a distance of 297.4 feet to an iron pin on the West bank of the irrigation lateral; thence S. 0°51' E. a distance of 217.5 feet, more or less, to a point on the 40 line; thence S. 80°06' W. along the 40 line a distance of 447.4 feet, more or less, to the point of beginning, in NE:SW; of Section 1, Township 39 South, Range 9 E.W.M., in Klamath County, Oregon Note: third, "Acct." \$300 -104-1300 foable? fourth to more a describe that control in the lightonic formers and the control in the lightonic formers and the control in the lightonic formers and the control in the con agraph algernation is a miscolonic park paragraphs Land 2 shall be applicablise, to late charges due under the Note: segond, to prepayment that ges due under the 3. Application of Phymetics, Muless applicable law proxides effectives all pasteons received by Lendor under application as a cree it against the sums secured by this Security Distribucite than immediately prior to the sale of the Property or its edginshion by Lender, any Fands held by Lender states ares of amountsteenssary to make upthe deficiency in one or note payments as required by Lander.

5. Upon payment in full of all sums secured by this Security listrament. Lander, shall promptly retorned as a criometrally builds beld by Isracles. If under paragraph 19 the Property is sold in acquired by tender, Lender shall septicate the invariant content of the electric management of the electric periods. amount of the Foody held by Lenderis not sufficient to pay the escrow from when for. Not the main one to teach one of at Berrovet's ordion, cither promptly repuid to Borrover or graduel to Borrovet, one contlus respictors or time is it the \*See"Attached"Adjustable Rate"Loan Rider made a part herein was a porque a second of the second of the language of the condition of the language of the la His account (Extraced) 2625 Patterson Street which has the address of 185 Patterson Street which has the address of 2625 Patterson Street Klamath Falls

Oregon 97603. ("Property Address");

[City] ("Property Address");

[Zip Code] ("Property 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.

LePayment of Principal and Interest: Prepayment and Lute Charges, whereaver shall promit to give when due INPORTATION COMENANTS BOUTOWER AND Lender concentrated affroast follows:

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) eyearly 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 this Security Instrument. 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.

Se 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

101 3/415. 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 of the giving of notice. 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. And the standard mortgage clause.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. unreasonably withheld. 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

n Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or when the notice is given. postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially Instrument immediately prior to the acquisition. 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.

Klamath Scouncy Field Co. FR-11545

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(2) CO. 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 naid to Lender. 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

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.

ums secured by this Security Instrument, whether or not then due. 2019 1999 (1988) (1988) 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: 1916 of treate

13. Legislation Affecting Lender's Rights. [1] 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. 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 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 if Lender exercises this option.

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. Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have 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: security instrument; or (b) entry of a judgment entorcing 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 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 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.

able accorneys 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 personal length, and (c) any excess to the person or personal length, and (c) any excess to the person or personal length, and (c) any excess to the person or personal length, and (c) any excess to the person or personal length, and (c) any excess to the person or personal length, and (c) any excess to the person or personal length, and (c) any excess to the person or personal length, and (c) any excess to the person or personal length, and (c) any excess to the person or personal length, and (c) any excess to the person or personal length, and (c) any excess to the person or personal length, and (c) any excess to the person or personal length, and (c) any excess to the person or personal length, and (c) any excess to the person of 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.

Battill 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 to have the property of t

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)]

Adjust	able Rate Rider	rusque (m. Cunson Condom	nium Rider	វារវាចម្រ(ងគ្នះ ៖ ) សេវរថាពេលពេល	2-4	Family Rider
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shall not be a wai	es of or preclude the e	servise of any right,				

PATIFIC 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 its barrower in the contained and in any rider(s) executed by Borrower and recorded with its barrower in the contained and recorded by Borrower and recorded with its barrower in the contained and recorded by Borrower in the contained by Borrower

Unless Lender and Borrower otherwise agins in writing Rio Genting K. Rosephine K. Rosephine K. Rosephine K. Rosephine the due diste of the mouthly payments referred to in pair in his leane. Lot chank in CONTRACTOR

(Seal) to the sums secured by this Security Instrument, whether or not F**goseanna K." Cosue**A

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In the event of a total taking of the Property, the proceeds shall be applied to the same secured by this Security Instruments whether or not then due, with any excess paid to Bostower. In the event of a partial taking of the Property, CONULA Object and taking the agree in with me, the agons secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the tolic S2. Inactions (a) the total amount of the same secured instrumentally property instrumentally before the taking. Any because shall be paid to florrower.

The foregoing instrument was acknowledged before me this July 31, 1989 us conquired or other targets of the thing.

by o Truman B. Gosney and Roseanna K. Gosney

B. Inspection. I make or the agont ma(bersou(s) acknowledging) a upon any major to a set the insurance ferminales in accordance with Borrower's and L. Geles within agreement or applicable in orrawer shall pay the premiums required to maintain th dsurance in effect units My Commission expiresting managed managed as a court

handler (SEAL) K makang too 11/0 ee Notary Public

Klamath First Federal Savings & Loan Assn.

This instrument was prepared by .....

## 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.

DECREASES IN TH	HE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.
be deemed to amend and supplem ment") of the same date given by th Klamath First Federal	day ofJuly, 19.89, and is incorporated into and shall lent the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instru- ne undersigned (the "Borrower") to secure Borrower's Note to Savings & Loan Assn.  (the "Note") and covering the property described in the Security Instrument and treet, Klamath Falls, OR 97603  Property Address
	the covenants and agreements made in the Security Instrument, Borrower and
Lender further covenant and agree  A. INTEREST RATE AND MOR  The Note has an "Initial Inter  1st day of the month beginni .12 months thereafter.	
Changes in the interest rate are	e 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 t (2)      Federal Home Monthly Weighted Avera	he Federal Home Loan Bank Board. Loan Bank of San Francisco Eleventh District Institutions
	age cost of Futius 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	m limit on changes in the interest rate at any Change Date.
If the interest rate can let the interest rate changes, the creases in the interest rate will rest B. LOAN CHARGES  It could be that the loan secur and that law is interpreted so that loan would exceed permitted limits necessary to reduce the charge to the ed permitted limits will be refunded owed under the Note or by makin C. PRIOR LIENS  If Lender determines that all which has priority over this Secur shall promptly act with regard to secure an agreement in a form sat D. TRANSFER OF THE PROPING If there is a transfer of the Proping in the current Note into terest rate change (if there is a limit waiving the option to accelerate property against the property against the secure against the secure and the current Note into the current Note into the property against the propert	e amount of Borrower's monthly payments will change as provided in the Note. In- ult in higher payments. Decreases in the interest rate will result in lower payments.  The death of Borrower's monthly payments will change as provided in the Note. In- ult in higher payments. Decreases in the interest rate will result in lower payments.  The death of the Security Instrument is subject to a law which sets maximum loan charges the interest or other loan charges collected or to be collected in connection with the s. If this is the case, then: (A) any such loan charge shall be reduced by the amount the permitted limit; and (B) any sums already collected from Borrower which exceed- ed to Borrower. Lender may choose to make this refund by reducing the principal and a direct payment to Borrower.  Or any part of the sums secured by this Security Instrument are subject to a lien ity Instrument, Lender may send Borrower a notice identifying that lien. Borrower that lien as provided in paragraph 4 of the Security Instrument or shall promptly tisfactory to Lender subordinating that lien to this Security Instrument.  ERTY Toperty subject to paragraph 17 of the Security Instrument, Lender may require (1) the security subject to paragraph 17 of the Security Instrument, Lender may require (1) the rest rate, or (2) an increase in (or removal of) the limit on the amount of any one in- t), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's provided in paragraph 17. The security Instrument is any change in the Base Index figure, or all of these, as a condition of Lender's provided in paragraph 17. The security Instrument is any change in the Base Index figure, or all of these, as a condition of Lender's provided in paragraph 17.
	Truman B. Gosney —Borrowa
	Roseanna K. Gosney —Bonows
STATE OF OREGON: COUNTY OF I	KLAMATH: \\ ss.
Filed for record at request of	Clamath County Title Co. the 31st
of Mortga	
FEE \$28.00	