



After recording please return to: Klanath First Federal

540 Main Street Klamath Falls, OR 97601

ATC #35685

## 175 per Title # 04035685 INEED OF TRUST

	THIS DEED OF TRUST ("Security 1: drument") is made on   October 16     19   90   The gruntor is   Rodney T., Denson and Nancy R. Denson     Husband and Wife   ("Ikorrower"). The trustee is
	WE LIATE TO STREAM OF COOLING AND LOAN ASSOCIATION. ("I rustee"). The beneficiary is
	under the laws of the United Status of America and whose address is
90 CCT 1 = 11 LQ	duted the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not ruid earlier, due and payable on

Lo: 11, Block 8, ELDORADO ADDIIION, and that portion of vacated Peach Street which immres to said Lot 11, in the County of Klamath, State of Oregon.

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Acct. #3309-20DC TL 1900 Key #172191

JINDER OREGON LAW, MOST AGREEIINTS, PROMISES AND COMMITMENTS MADE BY US AFTER THE EFFECTIVE DATE OF THIS ACT CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOL PERSONAL, FAHILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRISE CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE."

Alee Attached Adjustable Rate Loan Rider made a part herein.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, sents, 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 addition shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENAINTS that Borrover is lawfully selsed 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.

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## **OHTON** THUR AND THE 1. 11 10 UNIFORM COVIENANTS

Borns wer and Lender covenant and agree as follows:

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

2. Funds for Tixes and Internate. Subject to upplicable 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-twelfills of: (a) yearly taxes and insessments which may attain priority over this Security Instrument; (b) yearly leasehold payments of ground realts on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be raid. 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 it paid 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 jums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under pars graph 19 the Froperty 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 parigraphs 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. Borrovier thall 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 perion owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Horrower 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 Insunince. Bortower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower other wise 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 casible 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 Froperty, 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; Lesseholds. 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, Horrower 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 Nore rate and shall be payable, with interest, upon notice from Lender to Borrower t equesting payment.

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

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8. Inspection. Lender or its agent ning 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 clubin 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 using the data 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 agrice in writing, the sums secured by this Security Instrument shall be reduced by the attount 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 in 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 a ply the proceeds, at its option, either to restoration or repair of the Property or Unless 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 postpene 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; Forlyaristic certed to in paragraphs 1 and 2 or change the amount of such payments. modification of amortization of the sums recured by Lender. Not a Waiver. Extension of the time for payment or 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.

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 hav 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 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 paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by 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 provided for in this Security Instrument shall be chemed to have been given to Borrower or Lender when given as provided in this piragraph.

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

If Lender exentities 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 noticit 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.

11. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcedment 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 llender all stims which then would be due under this Security Instrument and the Note had no acceleration counted; (b) dures any default of any other coverants 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 congressing to pay the sum security by this Security Instrument shall continue unchanged. Upon reinstatement by discriming in the sum security by this Security Instrument shall continue unchanged. Upon reinstatement by discriming the sum security instrument and the obligations secured here by shall remain fully effective as if no acceleration had occurrent. How reports and the reinstate shall pot here by the security in the case of acceleration under paragraphs 13 or 17.

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NON-UNIFORIA COVENANTS: Forrower and Lender further covenant and agree is follows:

13). 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 others ise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 3() 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 sule of the Property. The notice shall further inform Borrower of the right to metastate after acceleration and the inght to bring a court action to assert the non-existence of a default or any other default is not cured in may require immediate imported in full of all sums secured by this Security Instrument in ad sale. If the default is not cure do or before the date specified in the notice the date specified in the notice, Lender to acceleration and the inght of all sums secured on or before the date specified in the notice. Lender default is not during indicate the induction of all sums secured by this Security Instrument without further demand and may invoke the power of a leand any other remedies permitted by applicable law. Lender shall be entitled to cullect 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 onder 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 tale. 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 inply 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 perion 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 fires, 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 of more riders are executed by Borrower and recorded together with this Security Instrument, the covertants and agreements of each such rider shall be incorporated into and shall amend and supplement the covertants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable boy(es)]

Planned Unit Development Rider

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Condominium Rider

X Adjustable Rate Rider

Ciraduated Payment Rider

Other(s) [specify]

By SIGNING HELOW, Berrower 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.

Rodney T. Denson .....(Seal)

2-4 Family Rider

Bern Die behalt billig berte

OFFICIAL SEAL

(Seal)

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Mancy R. Denson

[Spike Below This Line For Acknowledgment]

ORIGION STATE OF COUNTY OF KLIHATE

The fordgining incrumient was act poul dged before me this...... October 16, 1990

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by ...... Redney, T., Dengon and Muncy R. Denson (personals) acknowledging)

My Commission expires: 7-6-914

NOTARY FUBLIC - OLECON COLMISS OF 70 000112 MY CONNISSION EXALCS JULY 06, 1994 Notary Public \$3002

This instrument was prepared by. Klemath First Federal Savings & Loan Assn.

10:0-05-14172

## ATC #35685

## ADJUSTABLE RATE LOAN RIDER

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 defined 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 ..... ILAMATH FIRST FEDERAL SAVINGS & LOAN ASSN.

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and locusted at 136 Reach Street, Klassath Falls, OF 97601 Property Address

Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lunder further onvenant and agree as follows:

A. EVTEREST HATE AND MONTHEY PAYMENT CHANGES The Note hait in "Initial Interest Rate" of 9:00. We. The Note interest rate may be increased or decreased on the 

Changes in the interest rule are governed by changes in an interest rate index called the "Index". The Index is the: 112 months ibureafter.

(1) D. "Contract Interest Rate; Purchase of Previously Occupied Homes, National Average for all Major [(let | one ber to hid oute Inder.]

Types of Lenders' published by the Federal Home Loan Bank Board. (2) The Fuderal Home Loan Bank of San Francisco Eleventh District Institutions Henthly Weighted Average Cost of Funds

It they is one bour so indicate whether there is any in existion dinition changes in the interest rate on each Change Date; if no box is checked there will

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 (1) There is no minimum litter ():1 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 interval rate changes, the anyount of Borrower's monthly payments will change as provided in the Note. In-HSen Sotu the ses in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments. Bin Long

It could be that the loan secured 17/ the Security Instrument is subject to a law which sets maximum loan charges IN. LOAN CHAINGES and that law is interpreted so that the interest or other loss charges collected or to be collected in connection with the kun a would excord permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount net essary to reduce the charge to the permitted limit; and (13) any sums already collected from Borrower which exceedof permitted limits will be refunded to Berrower. Lender may choose to make this refund by reducing the principal ow to under the Note or by making a direct payment to Horrower.

C. PRIOR LINKS

If Lender determines that all or any part of the sures secured by this Security Instrument are subject to a lien traich has prioritiny over this Security listre ments, Lender may send Borrower a notice identifying that lien. Borrower that promptly act with repard to that lies as provided in paragraph 4 of the Security Instrument or shall promptly let ure in agressment in a form satisfactory to Lender subordinating that lien to this Security Instrument.

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) IN TRANSFER OF THE PROPERTY it increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one inte test rate charge (if there is a limit), (r (3) a change in the Base Index figure, or all of these, as a condition of Lender's

whiving the option to acculerate provided in paragraph 17.

By signing this, Bornywer agrees to all of the above. tilth a limit on the interest rate adjustments during the life of the loan of plus or tilnus three (1 3.00) percuatinge points.

Rodney T. Denson -Borrower

Mancy R. Denson ....(Seal) -Borrowa

STATE OF ORECION: COL	INTY OF KLAMATH:	<b>SS.</b>		the <u>19th</u>	day
Filed for record at request	of	Title Co.	A.M., and duly reco	orded in Volm90	
of	ol Month	gages	n Fage Con	nty Clerk	
\$28.00		By	Dauline 47	<u>uuunaese</u>	