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Vol. <u>m90</u> Page 21112 After recording please return to: Klamath First Federal

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Vill Lian L. Hisemore	· (**)	Bortower"),	The trustee is
NAMIATH FIRST FEDERAL SAVING	CHA S	CAN ACC	("Trustee") Th
540 Main Sprane United States	O A	Jurica	De trustee is ("Trustee"). The beneficiary is which is organized and existing
and the second time principal sum of	, Dian	ty-five	housand dollars and no cents ("Lender"). 2,00
dated the same date as this Security Instrum	Ollars (L	LS. S.25,00	2.00). This debt is evidenced by Borrower's note provides for monthly payments, with the full debt, if not 2010
Paid eather, due and payable on	6	olc'), which ctober 20	provides for monthly payments, with the full date is
modification: (b) the repayment of the	debi ev	idenced by a	2010 The Note, with interest, and all renewals, extensions and vanced under paragraph 7 to prover the security Instrument
Security Instrument: (1) the payment of all other st	ims, wit	h interest, ac	vanced under and all renewals, extensions and
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printenance, rents, royalities, mineral, oil and a	is rich	and profil	used on the property, and all easements, rights
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icements a 1d at fitiens shall also be covered by this Security Instrument. All of the foregeing is referred to in this Security listrument is the Property."

BOILING WER COVENANTS that Burrower is lawfully seised of the estate hereby conveyed and has the right to grant and comey the Property and that the Property is taking mbered, except for encumbrances of record. Borrower warrants and will deferal generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THM SICURITY INHIRUMENT combines uniform covenants for national use and non-uniform covenants with Imited variations by jurisdiction to constitute a uniform security instrument covering real property

-Sendle Family-Fullia/FHEMC UNIFORM EXSTRUMENT

CIREGON-Single Family-FAMILA/FHLAIC UNIFORM BISTRUMENT

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UNIFIMUM COVEN/INTS. Bortow rand Lender covenant and agree as follows:

2. Pityment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the dett est denesd by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurface. 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 ine-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 mort hage 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 Ikerrower 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 E ands was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds hald by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall esceed 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 is 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 cue 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; Liets. Borrovier 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 Bor ower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Bornower shall promptly dischatige any lien which has priority over this Security Instrument unless Borrower: (a) agrees in withing to the suyment of the chligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the light by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to present the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agtrement satisfactory to Lender sabord inating the lies to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may altain priority over this Security Instrument, Lender may give Borrower a notice identifying the lits. Borrower shall satisfy the lits or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insumance. Berrosser 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 infairance. 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 unteasonably withheld.

All insurance policies and renevals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shull have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of pard prentiums and tenew al 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 Borrow er otherwise agree inswriting, 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 senared by this Security Instrumant, whether or not then due, with any excess paid to Borrower. If Bestrower alandons that Property, or clees not answer within 30 days a notice from Lender that the insurance carrier has offered to sattle a claim, then Lender new 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.

Unkas Lender and Borrowar otherwise agree in writing, any application of proceeds to principal shall not extend or pesspone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under partigraph 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 Maintenuise of Property; Leascholds. 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 a grees to the merger in writing.

If Borrower fails to perform the 7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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 muy take action under this part graph 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 Borniner 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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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

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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 Borrowier notice at the time of or prior to an inspection specifying reasonable cause for the inspection: 9. Condemnation. The proceeds of uny 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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security assigned and shall be paid to Lender. 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 marlest value of the Property immediately before the taking. Any balance shall be

If the Property is abandoned by Horrower, or if, after notice by Lender to Borrower that the condemnor offers to pruci to Borrower make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is ENTER. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

In 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 pryments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbestrance By Lender Not a Waiver. Extension of the time for payment or and diffeation of amortization of the suns 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

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and ben stit the successors and assigns of Lender and Borrower, subject to the provisions shall not be a waiver of or preclude the exercise of any right or remedy.

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, forbein or make any accommidations with regard to the terms of this Security Instrument or the Note without

If the loan secured by this Security Instrument is subject to a law which sets maximum loan that Borrower's consent. 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 recessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded remitted limits will be refunded to lorrower. Lender may choose to make this refund by reducing the principal owed inder 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. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note of 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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by paragraph 17 mailing it by first class mail unless hipplicable 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 Erst class muil to Lender's address stitled 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

15. Governing Law; Severishility. This Security Instrument shall be governed by federal law and the law of the in this paragraph. 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 rot 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 16. Borrower's Copy. Borrovier shall be given one conformed copy of the Note and of this Security Instrument.

Note are declared to be severable.

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 wifiten 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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period federal law as of the date of this Security Instrument. of not less than 30 days from the dife the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrovier 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 Reinstet. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Sciunty Instrument i discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

applicable law may specify for relastal ment) before sile of the Property pursuant to any power of sale contained in this Security Instrument; (ir (b) entry of a udgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all stims which then would be due under this Security Instrument and the Note had no acceleration surged; (b) cures any default of any other covenints or agreements; (c) pays all expenses incurred in enforcing this occurred; (b) cures any default of any other covenints 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 trasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's chligation to pay the sums sectored by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument as I the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to feinst ate shall not apply in the case of acceleration under paragraphs 13 or 17. 191122



NUM-UNIFORM COVENANDS. It stongs and Larder further cover ant and agree as follows:

19. Acceleration; Remedits. 1. addit shall give notice to Berrower prior to acceleration following Borrower's breach of any covenant or agreem that is this Security Is strument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides odierrise). The notice shall specify: (a) the default; (b) the action required to cure the default; fiy a date, not less than 31 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to mure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrumant 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 involte the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in purguing 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.

Tituatee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitabilin the Trustee's doud 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 at torneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

21). 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 bolids and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Reconveyince. 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 Preperty without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

12. Substitute Trustee, Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee uppointed 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.

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

14. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any

attorneys' fees awarded by an appelkite court. 25. Riders to this Security Ire trument. 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 upplicable bix((5)] 2-4 Family Rider

Condominium Rider T Adjustable Rate Rider Planned Unit Development Rider Graduated Payment Rider Other(s) [specify] By SIGNING BELOW, Horriwer accepts and agrees to the terms and covenants contained in this Security MALIN ASSEMBLY OF GOD Instrument and in any rider(s) d teched by Borrower and recorded with it. DISTRICT ASSEMBLIES OF GOD FOR MALIN ASSEMBLY ORECON DISTRICT stu 10-5 .(Seal) BY: OF COD HY: Pastor Taylor, Rev. Steven A. intendent W1111 1 Sem Hause Kohrbad HY:(Seal) BY: Superintendent Vernon Horker T. Louise Rohrbacker, Secretary. 1 Der-Into BY: W Treasurer TELBEV/TELABILIEE. [Space Belar This Line For Acknowledgment] llob Τ., ROWIN DREGON 建筑器 经收益风格 网络网络海豚 化达林

STATIL OF 55. COUNTY OF

October X 1990 (date)

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by ... Hunv. Steven A. Taylor and T. Louise Robrbacker (parson(s) acknowledging)

The foregoing instrument was actnowledged before me this

My Commission expires: / +/+/13

Notary Public

This instrument wis prepared by. Klamath First Federal Savings & Loan Assn.

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NOTARY STATEMENT

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The foregoing instrument was acknowledged before me this October 17, 1990 by William Gullicher, Vernon Marks and Bob Rose.

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ADDIST'A BLE RATE LOAN RIDER

ATC #35738

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

he deemed to ainimd and supplement the blorigage, Detc. of Trust, or Deed to Secure Debt (the "Security Instrumera") of the same date rivin by the usder i med (the "Borrower") to secure Borrower's Note to KLAMANNI FIRST FEDERAL NAT NGS & LOAN ASSN. (the "Lender") of the same date (the "Nore") and covering the property described in the Security Instrument and located at 5th and Market Sts. Malin, OR 97632

Property Address

Modifications. In addition to the correnants and agreements made in the Security Instrument, Borrower and Il er der further covenant and agree as follt ws:

... months thereafter.

Changes in the interest tate are governed by changes in an interest rate index called the "Index". The Index is the: (12) ut any bar to indicate fader.)

(1) D. "Contract Interest Rati, Purchase of Princously Occupied Homes, National Average for all Major Types of Lenders' published by the federal Home Loan Bank Board.

(1) [] + [reveral Bower Cont of Funds

13 act use bax as indicate whether there is any max have limit on charges in the interest rate on each Change Date; if no box is checked there will Brio matimum dinit on chatges I

(1)

There is no maximum limit on changes in the interest rate at any Change Date.
The interest rate cannot be changed by more than 1.00, percentage points at any Change Date. *Sen Nota (2) If the interiest rate charges, the articust: of Borrower's monthly payments will change as provided in the Note. In-Engliny.

creases 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 to that the interest or other loan charges collected or to be collected in connection with the has n would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount neressary to reduce the charge to the parminted 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.

C. PRIOR LINS

1090-111-14182

If Lender determines that all or imp part of the sums secured by this Security Instrument are subject to a lien which has priorily over this Security listrament, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lies as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfuctory 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 inter st rate change (if there it a limit), of (3) a change in the Base Index Figure, or all of these, as a condition of Lender's visiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to ull of the above.

With a limit on the interest rate adjustments during the life of the loan of plus or MALIN ASSEMBLY OF GOD minus three (± 3.00) percentage points.

OREGON DISTRICT ASSIMBLIES OF COD FOR MALIN ASSEMBLY OF GOD 11l Superinces Jent Callaher. Super:int endent Harks . IA aite . Varnon Tom Sacrecuty/Treasurer Rosu

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ATUUSTABLE HATE LOAN RIDER-CAN-FRINE WINTORN WITHA

BY: Fev Ster Rev. Steven A. Taylor, Bastor (Seal) -Borrower

Louise Rohrbacker, S .. (Seal) Secretary, -Borrower Treasurer

STATE OF OREGON, SS. County of Klamath

Filed for record at request of:

Aspen Title Co. on this 19th day of Oct. A.D., 19 90 o'clock _____M. and duly recorded 3:39 11 ofMortgages Page 21112 in Vol. M90 Evelyn Biehn **County Clerk** By Dauline Mullendare Deputy. Fce, \$33.00