

35861

31612

LN # 010-04-44305

## SECOND HOME RIDER

THIS SECOND HOME RIDER is made on this 23RD day of SEPTEMBER, 1997, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

(the "Lender")

of the same date and covering the property described in the Security Instrument (the "Property"), which is located at:

35721 ELIDA COURT  
CHILOQUIN, OREGON 97624

[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Uniform Covenant 6 of the Security Instrument is deleted and is replaced by the following:

**6. Occupancy and Use; Preservation, Maintenance and Protection of the Property; Borrowers Loan Application; Leaseholds.** Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy and use of the Property as a second home. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Second Home Rider.

TRUSTEE NAME: \*

BY: Bartolomeo J. Palisi (Seal)  
BARTOLOMEO J. PALISI (I)

-Borrower

BY: Rosalie J. Palisi (Seal)  
ROSALIE J. PALISI (I)

-Borrower

BY: Bartolomeo J. Palisi, Trustee (Seal)  
BARTOLOMEO J. PALISI, Trustee

-Borrower

BY: Rosalie J. Palisi, Trustee (Seal)  
ROSALIE J. PALISI, Trustee

-Borrower

MULTISTATE SECOND HOME RIDER - Single Family - Freddie Mac UNIFORM INSTRUMENT

-365 (0103)

VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291

\*BARTOLOMEO J. PALISI AND ROSALIE J. PALISI, TRUSTEES OF THE PALISI TRUST DATED MAY 2, 1992



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 26th day of Sept. A.D. 19 97 at 3:55 o'clock P. M., and duly recorded in Vol. M97 of Mortgages on Page 31607

FEE \$35.00

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By Kathleen Ross

Bernetha G. Letsch, County Clerk

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 30th day of October A.D. 19 97 at 11:32 o'clock A. M., and duly recorded in Vol. M97 of Mortgages on Page 35856

FEE \$30.00 Re-record

By Kathleen Ross

Bernetha G. Letsch, County Clerk