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VANCOUVER I WA 98666 WAR AND SHORE THE REAL PROPERTY AND A DECEMBER OF THE REAL PROPERTY AND A DECEMBE 9662131

THIS DEED OF TRUST ("Security Instrument") is made on AUGUST 14, 1998 . The Grantor is GEORGE FARRIST of the Aller of the state of the the state of the state

whose address is 2831 HARVARD STREET, KLAMATH FALLS OR 97601 ("Borrower"). The truttee is set strong of them and the relation of the relation of the

AMERITITE segural contractor of the rest of the state will deter possible to the second whose address is 222 SOUTH SIXTH STREET KINMATH FALLS, OR 97601 ("Triusten"). The beneficiary is reall the part of providing a large of a standard reaction of the standard of the BANKAMERICA HOUSING SERVICES) A DIVISION OF BANK OF AMERICA, FSB which is brightized and existing under the laws of the United States as a set of the united states and the set of the united states and the set of the set

the sound as the state of the second state of EIGHTY ONE THOUSAND SIX HUNDRED FORTY CNE AND 58/100

Dollars (U.S. \$ 81)/64/L. 58/2000 (), which is the maximum principal amount to be advanced pursuant to the credit agreement. This debt is evidenced by Borroware Note, Disclosure and Security Agreement, dated the same date as this Security Instrument ("Agreement"), which provides for monthly payments, with the full debt, if not paid earlier, to be due and payable of DECEMBER 14, #2028 (1) at the formation and payments, which re-rail debt, if not painted to be due of the payment of the second structure of the second structu

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Agreement, with interest, and all renewals; extensions and modifications of the Agreement; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under the Security Instrument and the Agreement. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of selo, for the benefit of Lender, the following described property located in The property of the second state of the second property of and KLAMATHE sector of the County, Oregon:

HE BERNELLEGAL DESCRIPTION ACCOUNT AND A DESCRIPTION ACCOUNT ACCOUNT AND A DESCRIPTION ACCOUNT ACCOU as monter control e l'ance fancad an ter in brandan menter de service de ser activitée de la comparte de la compa INCLUCING the following Manufactured Home: I be a set to get the polytoper to be an address to FUQUAL HOMES, IN a state (make) 65.1 (i. bet a bet a b25X56 (size) FUQUAL HOMES / LEPTER STATES (MARCHED STATES (which has the address of 408 MCCOURT ST KLAMATE FALLS

Chagenais 97601 of ("Property Address"); (i live and det a particular to be an address of the second state el e (Zp Cude) e parte a contracti en ante a contracti e contracti e contracti e contracti e contracti e contra

TOBETHER WITH all the improvements not for hereaiter erected on the property, and all easements, rights, apportenances, 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 "Propulity." 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 unchcumbered, encept for encumbrances of record. Borrower warrants and will defend generally the side to the Property again tial claims and demands, subject to any encumbrances of record. THIS SECURITY INSTALMENT combines unifer a 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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- 1. Payment of Pillicipal and Interest; Pri bayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the clebt evidunced by the Agreement and any prepayment, late charges and any other Eibherges due undalighthy Agreements a voc light talls of a light destruction of a cost when the public response
- 2. Application of Payments. Unless applicable law provider otherwise, all payments received by Lunder under 148023333 paragraph 1 shall be applied: first, to internet due; second, to principal due; third, to late charges due, and last to any other charges due uncler the Agreement of success states and success ender the success and the success of the s
- 3. Charges; Liens: Borrower shall pay all takes, 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 directly to the person owed payment. Borrower shall promptly turnish to Lender all notices of amounts to be paid under this paragraph and 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 linn in, legal proceedings which in the Lender's opinion operate
- to prevent the enforcement of the lien or forceiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the linn 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 lish. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.
- 4. 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, including floods or flooding, 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. If Bottower fails to maintain coverage as described above, Lender may, at Lender's option; obtain coverage to protect Lender's rights in the collateral in accordance with paragraph 6. All insurance policies and renewals shall be acceptable to Lender and shall include a standard montgage 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 renev/al matices. 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 econt mically 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 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 paragraph 1 or change the amount of the payments. If under paragraph 20 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 pricr to the acquisition.
- 5. Preservation and Waintenance of Property; Leaseholds. Eprover shall not destroy, damage or substantially change the Property, other than in accordance with the Agreement, 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 tille shall not merge unless Lender agrees to the merger in A and the first states of
- 6. 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 nucessary 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 attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Londer agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Agreement rate and shall be plivable, with interest upon notice from Lender to Borrower

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- 7. Inspection. Lender or its agent may make easonable entries upon and inspections of the Property.
- B. Conclemnation. The proceeds of any avoird or claim for damages, direct or consequential, in connection with any concernation or other taking of any part of the Propulty, of for conveyance in lieu of condemnation, are hereby assigned and shull be paid to Lender. In this event of a tillal taking tifthe Picperty, the proceeds shall be applied to the same secured by this Security Instrument, whether on its then due, with any excess paid to Bonower. In the event of a partial taking of the Froperty, unless Borrower and Lunder 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 antount of the sums becured immediately before the linking, 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 Lunder to Borrower that the condemner 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 of not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the dule date of the monthly payments referred to in paragraph 1 or change the amount of such payments. The page at dien strang. 5 114
- 9. Borrower Not Released; Forbearance By Lender Not il 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 litibility of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against shy successor in interest or refuse to extend time for payment of 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.
- 10. 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 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Agreement: (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, forthar or make any accommodations with regard to the terms of this Security Instrument or the Agreement without that Bo rower's consent.
- 11. Louin Changes. 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, thin: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sum laready collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender in ay choose to make this refund by reducing the principal owed under the Agreement 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 Agreement.
- 12. Legislation Affecting Lender's Rights. If inactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Security Instrument unenforceable according to its terrns, 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 20.
- 13 Notices. Any notice to Elorrower 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 otheir 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.
- 14. 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 Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Agreement are declared to be severable.
- 15. Borrower's Copy. Borrower shall be given on a conformed copy of the Agreement and of this Security Instrument.
- 16. 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 (cir if a beneficial interest in Borrover is sold or transferred and Borrower is not a natural person) without Lender's price written conserit, Lender may, at its pution, require immediate payment in full of all sums secured by this Security Institument. However, this option shall not be exercised by Lei der if exercise is prohibited by federal law as of the date of this Security his trument. We care allocated as a section developed to secure the track of the secure to a section of the track of the secure to a section of the secure to a section of the secure to a section of the section

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If Londer exercises this option, Lentler shall two Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered in maled within which Borrower must pay all sums secured by this Security instrument. If Bornbyrer falls to pay these sums prior to the explication of this period, Lender may invoke any remedies permitted by this Security instrument without writer notice or duniand or Berrower

- 17. Prior Notice and Cipportunity to Conect El Sken Pronisile. Lender Wilf give Edmowelf prior notice and an opportunity to make up a missing payment or correct al broken promises as required by Section 501 of the Depository institutions Derugulation and Monetary Act of 1980 (or the regulation which implements it.) The statute (and regulation) do not require Lender to give Burrower prior notice by fore repossision or regulring payment of the entire balance if either (a) Borrower has abancioned the manufactured nome, (b) other extreme circumstances apply such as where Borrower has threatened to do damage to the manufactured home, or (c) this would be Borrower's third notice in any one year.
- 18. Sale of Agreement; Change of Lican Servicer. The Agreement of a partial interest in the Agreement (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Agreement and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to the sale of the Agreement. If there is a change of the Loan Survicer, Borroiver will be given written notice of the change in accordance with paragraph 13 above and applicable law." he notice will state the name and address of the new Loan Servicer and the address to which payments should be nade. The notice will also contain any other information required by 11 11001 applicable law.
- 19.Hazardous Substances! Borrower shall not cause or peninit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small guantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Erivitonmental Law of which Borrower has a rual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promotly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 19, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances; gascline kerosene, other flammable or toxic petroleum products; toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and racioactive materials. As used in this thiragraph 19, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection. an an track the second 144 CH -

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NON-UNIFORM COVENANTS. Borrower and Lender further obveright and agree his follows:

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20. Acceleration; Remedies, Lender shall give notice to Sorrower prior to acceleration following Borrower's breach of any coveriant or agreement in this Security Instrument or Agreement (but not prior to acceleration uncher paragraph 17 unless applicable law provides otherwise). The actice shall specify: (a) the default; (b) the action required to cure the default; (c) it date, not less than 30 days from the date the notice is given to Bomower, by which the default must be tured; and (c) that failure to cure the default on or before the date specified in the notice may result in acceluration of the sume 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 ann-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 21, including, but not limited to, reasonable attomeys' fous and cost of title evidence.

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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 ill ender'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 fair 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 nuction to the hightest biddler at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order livestee determines. Trustee may postpone sale of all or any parcel of the Proprinty by public annumcement all the time and place of any previously scheduled sale. Lender or its designee may purchase the Property et any sale, or a duration of the track of the data to a process 1.1.1.10

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Trustee shall deliver to the purchaser Trustee's cosed conveying the Property without any covenant or warranty, expressed or implied. The recimies in the Trustee's deed shall be prime 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, mascinable Trustee's and attorney's 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 inder paragraph 20 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.
- 22.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 varranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the charging of a fee is permitted under applicable law.
- 23.Substitute Trustee. In accordance with applicable law. Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. 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.
- 24.Use of Property. The property is not used principally for agricultural or farming purposes.
- 25. Riders to this Security Instrument. If one or more riders are executed by Elorrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall emend 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)]

Adjustable Rate Flider

Construction Loan Rider

25. Security Agreement. This Security Instrument is intended to be a security agreement, pursuant to the Uniform Commercial Code for any building materials, appliances, and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the Property and any of the items specified in the Security Instrument as part of the Property, which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants Lender a first and prior security interest in said items. Borrower agrees that Lender may file this Security Instrument, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Security Instrument or of any other security agreement or financing statement shall be sufficient as well as extensions, renewals and amendments thereof, and reproductions of this Security Instrument in such form as Lender may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing stalements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any recard searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto. Upon Borrower's breach of any covenant or agreement of Borrower contained in this Security Instrument, including the covenants to pay when due all sums secured by this party under the Uniform Commercial Code, Lender may also invoke, at Lender's option, the remedies provided in Partigraph 20 of this Security instrument as to such items. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together in any order whatsoever, without in any way affecting the availability of Lenders remedies under the Uniform Commercial Code or of the remedies provided in Paragraph 20 of this Security Instrument. 62 angu ka usida da kawa 🗋

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

SEORGE FARRIS		WANDA PAPRIS	2
GEORGE FARRIS	BOINGOWER	WANDA THERIS	BORROWER
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George Farris and Wanda Farris



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BankAmerica STAGED FUNDING VARIABLE RATE RIDER BankAmerica Housing Services (1 Year Treasury Index - Rate Caps -A Division of Bank of America, FSB Fixed Rate Conversion Option)

THIS VARIABLE RATE RIDER is in add this 14 day of AUGUST 1998, and is incorporated into and shall be deemed to amond and supplement the Mortgage, Deed of Trust or Security Dated (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Bon ower's Note; Disclosure and Security Agreement (the "Agreement") to BANKAMERICA HOUSING SERVICES, A DIVISION OF BANK OF AMERICA, FSB

a ne se car e de contractione car des tres de loca a location serie e produce de la contraction de conterner de (the "Lender") of the same date and covering the property described in the Security Instrument and

located at the sta 408 MCCOURT ST, KLAMATH FALLS, OF 97601

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NOTICE TO BORROWER: THE AGREEMENT PROVIDES FOR A CHANGE IN BORROWER'S INTEREST RATE AND MONTHLY PAYMENT. THE AGREEMENT LIMITS

THE AMOUNT THE EICIRROWEIT'S VARIABLE RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. THE AGREEMENT ALSO CONTAINS THE OPTION TO CONVERT THE VARIABLE RATE TO A FIXED RATE. A DECEMBER OF A

ADDITIONAL COVENANTS: In addition to the obvenants and agreements made in the Security Instrument, Borrovier and Londer further covenant and agree as follows:

A. VARIABLE INTEREST PLATE AND MONTHLY PAYMENT CHANGES

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The Agreement provides for an initial interest ratio of 16:17 50 %. The Agreement also provides for changes in the interest rate and mor hily payments as fit lows? I a standard of factor of the standard of the His based ing the second s

PROMISE TO PAY: I promise to pay you at such address as you may direct the principal sum of-EIGHTY ONE THOUSAND SIX HUNDRED FORFY ONE AND 58/100

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81,641.58 the "Uppaid Balance" with interest until the debt is paid in full. I will pay interest on the Linpaid Balance at the initial rate of 6.75 % per year. The interest rate I pay per year will change in accordance with the provisions of the Agreement. I will pay this amount in monthly installments as shown in the Payment Schedule of the Agreement or as required by the terms and conditions herein or as recomputed the to the changes in the interest rate until the Unpaid Balance is fully paid. If on 112/14/28 Is till owe any simount uncler the Agreement, I will pay such amount in full on that date, which is called the "Maturity Date." During the permanent phase, as defined in the Agreement, each monthly payment will be applied as of its schedulod due date. If no interest rate is disclosed above, the initial interest rate is the Annual Percentage Rate shown herein. 动力的 人名法德尔马德尔 网络马马马 21×26

INTEREST HATE: My initial interest riste may not be based on the index used to make later adjustments. My interest rate may change 11 nonths after my first payment is due and every <u>12</u> thereafter based on movements in die monthly average yield on Litited States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board, which is the index rate. This is called my "interest rate change date." My interest rate cannot increase or decrease by more than 2.00 % at any intercent rate change date or by more than 5.00 % over the term of the Agreement. The interest rate will equal the incluit rate in effect 451 days before the interest rate change date plus a margin of 2.75 % (rounded to the point) unless the interest rate caps limit the amount of change in the interest rate. If this index is no longer available, you may choose a new index that is based upon comparable information.

VARIABLE RATE:

- a. Monthly Payment Changes. My monthly payment amount will change each time my interest rate is adjusted. I will pay the amount of the new monthly payment beginning with the first monthly payment after the interest rate change date. The monthly payment amount would fully amortize the remaining unpaid balance that I am expected to owe on the interest rate change date at the adjusted interest rate in equal monthly payments over the remaining term of the Agreement.
- 当性情况中的任何 b. Notice of Interest Rate and Monthly Payment Changes. You will send me notice of an adjustment in the interest rate and monthly payment at triast 25 days before my new payment is due. This notice will contain information about the index rate, interest rate, payment amount and

B. FIXED INTEREST RATE CONVERSION OPTION

The Agreement provides for the Borrower's option to convert from a variable interest rate with interest rate limits to a fixed interest rute, as follows:

Conversion to Fixed Rate. I may choose to convert the Agreement to a fixed rate agreement at any time beginning on the first day of the permanent phase and ending 30 date of the Agreement. In order to convert to a fixed rate, I must not be in default under the terms of the Agreement, I must notify you in writing of my desire to convert to a fixed rate, I must execute a revision agreement and I must pay a nonrefundable conversion fee. The new fixed interest rate will be your standard fixed intensst rate for a comparable agreement on the date that you receive my written notification. The new fixed rate will take effect on the "Conversion Date," which shall be my next payment due date that is at least _____30_ days after your timely receipt of a revision agreement signed by all Borrowers together with a nonrefundable conversion fee of \$_

The new fixed rate and the Conversion Date are subject to change if my revision agreement and fees are received after the date specified in the revision agreement. My new payment amount will be effective with the first payment following the Conversion Date. +SUS0584-1197

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C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower exercises the Conversion Ciption under Section B above, Uniform Covenant 16 of the Security Instrument is an ended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest: n 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 promibilised by factoral law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferree; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant: or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Elorrower in writing.

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

2. If Borrower exercises the Conversion Option under the conditions stated in Section B above, the amendment to Uniform Covenant 16 of the Security Instrument contained in Section C 1 above shall cease to be in effect, and the provisions of Uniform Covenant 16 of the Security Instrument shall be amended to read as follows:

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The hotice shall provide a period of not less than 90 days from the date the notice is celevered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fulls to pay these sums prior to the expiration of this period, Lender may invoke any precise permitted by this Security Instrument without further notice or demand on Borrower.

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BY SIGNING BELOW, Borrower taccepts and agreets to the torms and covenants contained in this Variable Rate Flider) a subgroup provide provide the covenants contained in this

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Borrower GEORGE I FARRISCH COMPANY COMPANY WANDA FURRIS

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