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WHEN RECORDED RETURN TO: KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION 540 MAIN STREET KLAMATH FALLS, OREGON 97601 L#09-12750 MTC# 14368

[Space Above This Line For Recording Data] -

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") Is made on December 13 19.84 The grantor is Jack R. HILLMAN and Rebecca S. HILLMAN ("Burrower") The trustee is

William Sisemore KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION under the laws of the United States 540 Main Street Klamath Falls, Oregon 97601 ("Iender")

under the laws of ______the__United_States ______ard whose address is _______ 540 Main Street, Klamath Falls, Oregon __97601 ("Iender") Borrower owes Lender the principal sum of ______Eleven-Thousand and 00/100's Borrower's note

borrower owes 1 ender the principal sum of $1 \le 24 \text{ even}$ and 34 even and 34 even. This define and 3607100^{+}S dated the same date as this Security Instrument ("Note"), which provides for monthly payments with the fail debt, if not paid earlier, due and payable on <u>December</u> 15, 2004 This Security Instrument events to Lender. (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications. (b) the payment of all other sums, with interest, advanced under paragraph T to protect the security instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in <u>Klamath</u> County, Oregon

Lot 19 in Block 36, TRACT 1084, SIXTH ADDITION TO KLAMATH RIVER ACRES OF OREGON, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Subject to a previous Mortgage to the State of Oregon, represented and acting by the Director of Veterans' Affairs, recorded in Volume M78, on Page 6010, and assumed and said Assumption Agreement recorded in Volume M82, on Page 15091, Mortgage Records of Klamath County, Oregon. Crantor covenants and agrees to make the payments on the First Mortgage and agrees that a default on any of the terms of the First Mortgage shall constitute a default on this the Second Deed of Trust, and the holder here-of shall be entitled to foreclose on the Second Deed of Trust. The grantor also covenants and agrees that additional advances under the First Mortgage shall be forbidden without the consent of Klamath First Federal Savings and Loan Association.

*See Attached Adjustable Rate Loan Rider made a part herein.

which has the	address of	8107 Big Buck Lane	Kiamath Falls
Oregon	97601	("Property Address")	

TOGHTHER WITH all the improvements now or hereafter erected on the property and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stick and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

OREGON-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3038 12/83 44737 SAF SYSTEMS AND FORMS CHICAGO IL

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by I ender. Borrower shall pay

to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument, (b) yearly leasehold payments or ground rents on the Property, if any, (c) yearly hazard insurance premiums, and (d) yearly mortgage insurance premiums if any. mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or basis of current data and reasonable estimates of future escrow items.

state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the excrow items. state agency (including Lender if Lender is such an institution). Lender shall apply the runds to pay the excross items, Lender may not charge for holding and applying the Funds, analyzing the account or verifying the excross items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or compare up the Funds. I ender Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be. at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the

amount of the Funds held by Lender is not sufficient to pay the excrow items when due. Porrower 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. I ender 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 pror 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 1 ender under the paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to prepayment charges due under the Note, third, to amounts payable under paragraph 2; fourth, to interest due, and last, to principal due amount necessary to make up the deficiency in one or more payments as required by Lender

 paragraphis i and 2 shan of applicul lifsh, to fair charges due under the solid second, to prepayment charges due under the Note, third, to amounts payable under paragraph 2; fourth, to interest due, and last, to principal due
4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and inspositions attributable to the paragraph between the Source to the sourc Property which may attain priority over this Socurity Instrument, and leasehold payments or ground rents, if any Borrowet 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 payd under this person by If December 2010 to the person of the total states to the person of the per to be paid under this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish to I ender

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) receipts evidencing the payments

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 provide the information of the lien of the lien and the Bernard of the Bernard of the lien and prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an prevent the enforcement of the nen or fortenture of any part of the property, or (c) secures from the nender of the nen 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 hen which may attain priority over this Security Instrument. It 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

5. Hazard lasurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender insured against coss by me, nazards increased whom the term extended coverage and any other nazards for which extender 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 All insurance policies and renewals shall be acceptable to Lender and shall include a standard morigage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender unreasonably withheld.

all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance and denuel. Lenger may make proof or ossin normatic promptly by therefore. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair Borrower denues and borrower otherwise agree in writing. carrier and Lender. Lender may make proof of loss if not made promptly by Borrower of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the

or the resperty damaged, it the restoration or repair is economically reasone and conder vice unity is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be restoration or repair is not economically reastore or Lender's security would be resented, the insurance proceeds shar be applied to the sums secured by this Security Instrument, whether or not then due, with any evens paid to Borrower. If applied to the sums secured by this security instrument, watcher or not then due, with any evers paid to forrower. 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

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

under peragraphicity in a country or acquired by content extreme is right to any insurance poncies 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 efforts the economy of the sum of the sum secured by this security. 6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to detenorate or commit waste. If this Security Instrument is on a leasehold, Instrument immediately prior to the acquisition

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing

1. Protection or Lenuer's asigns in the croperty: Storigage insurance. It portower tails to periorit the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect tails in the base of a proceeding that may significantly affect. coveniants 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, provide, for condemnation of to enforce laws of regulations), then Lender may do and just for whatever is necessary to prote tithe value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by their which the interview of the Science regulations), then Lender may do and fay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Leider's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from I ender to Borrower requesting navment

requesting payment.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable las 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 Lender all sums which then would be due under this Security Instrument and the Note had no acceleration (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, and (d) takes such action as Lender may security instrument, including, our not minicu to, reasonable attorneys rees, and (u) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17

If Lender exercises 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 notice is delivered or mailed within which Borrower must pay all suffix secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. I ender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. Dorrower s copy. Dorrower shall be given one conformed copy of the sole and of this security instrument.
▶ 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural or the property of the property of the property of the property of the property or any part of the property or any part of the property of the property or any part of the property of the property or any part of the property of the property or any part of the property of the prop interest in it is sold or transferred (or if a beneficial interest in borrower is sold or transferred and two ower 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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

13. Legislation Affecting Lender's Rights. rendering any provision of the Note or this Security Instrument unenforceable according to its terms. Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a

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 into Security instrument shall ond and bench the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's ecvenants and agreements shall be joint and several. Any Borrower who consigns 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 source by the Security Instrument, (b) is not personally obligated to pay that borrower sufficients in the property index the terms of the second state and any other Borrower may agree to extend, 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

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments 10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest Tender 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

Unless Letider and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction. (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, or other taking of any part of the Property, or for conveyance in heu of condemnation, are hereby

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrume If Lender required mortgage insurance as a condition of making the road secured by this security instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law

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NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

>19. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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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 detault and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or 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 tees, 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 or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incomporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the more(s) were a part of this Security Instrument. [Check applicable hox(es)] 77 2-4 Family Rider

Condominium Rider

XX Adjustable Rate Rider

Planned Unit Development Rider

C Graduated Payment Rider

Other(s) [specify]

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

		Jack R. Hillman	(Seal)
		Pelicce L. Hillman Rebecca S. Hillman	
	[Space B	Below This Line For Acknowledgment)	
STATE OF	OREGON		
COUNTY CF	KLAMATH	SS:	
	strument was acknowledged b	Leonard D. Hill (date)	CITTRO
-,		(person(s) acknowledging)	
My Commission ex	pires: 6-//- 38		
		S. J. 71	(SEAL)
		Notary Public	

This instrument was prepared by ... KLAMATH, FIRST, FEDERAL, SAVINGS, AND, LOAN, ASSOCIATION · 44770

L#09-12750

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 deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instru-

Property Address

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

.12. months thereaster.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: [Check one box to indicis :: Index.]

(1) XI "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.

(2) 🗇

[Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.]

□ There is no maximum limit on changes in the interest rate at any Change Date. (1)

*see below(2) XX The interest rate cannot be changed by more than 1...QQ percentage points at any Change Date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases 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 so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory 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 interest rate change (if there is a limit), or (3) a change in the Base Index figure. or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17. By signing this, Borrower agrees to all of the above.

*With a limit on the interest rate adjustments during the life of the loan of plus or minus three (+/- 3.00) Percentage points.

, ···· Jack R. Hillman -Botrower

(Seal) ne na 六 ebecca S. Hil - Borrower

STATE OF OREGON: COUNTY OF KLAMATH:SS I hereby certify that the within instrument was received and filed for record on the 18rh day of December A.D., 19 84 at 1:50 o'clock P and duly recorded in Vol M84 , of Mortgages on page 21

EVELYN BIEHN, COUNTY CLERK Iton Smith Deputy

Fee: \$_21_00