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the rents, issues, and profits thereof, SUBJECT HOWEVER, to the right, power, and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits.

TO HAVE AND TO HOLD the same, with the appurtenances, into Trustee.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of \$ 74,165.00

| and the second | with int | erest the | ereon acco | arding to t | the terms o | f a promissor | v note dati | eđ | Sep | cemper | |
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, 19.86, payable to Beneficiary or order and made by Grantor, the final payment of principal and interest thereof, if TΒ October 2016 not sooner paid, shall be due and payable on the first day of _____

1. Privilege is reserved to pay the debt, in whole or in part, on any installment due date.

2. Grantor agrees to pay to Beneficiary in addition to the monthly payments of principal and interest payable under the terms of said note, on the first day of each month until said note is fully paid, the following sums:

(a) A sum, as estimated by the Beneficiary, equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby as may be required by Beneficiary in amounts and in a company or companies satisfactory to Beneficiary, Grantor agreeing to deliver promptly to Beneficiary all bills and notices therefor, less all sums already paid therefore divided by the number of months to elapse before 1 month prior to the date when such ground rents, premiums, taxes and assessments, well become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes and special assessments, before the same become delinquent; and

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid each month in a single payment to be applied by Beneficiary to the following items in the order set forth:

[1] ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums; [1]) interest on the note secured hereby; and

(III) amortization of the principal of the said note.

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Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next such payment, constitute and event of default under this Deed of Trust.

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3. In the event that any payment or portion thereof is not paid within fifteen (15) days from the date the same is due, Grantor agrees to pay a "late charge" of four cents [46] for each dollar so overdue, if charged by Beneficiary. 4. If the total of the payments made by Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by Beneficiary for ground rents, taxes or assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Grantor shall be credited on subsequent payments to be made by Grantor, or refund-ed to the Grantor If however the monthly payments made under (a) of paragraph 2 preceding shall not be sufficient to pay. if the loan is current, at the option of the Grantor shall be credited on subsequent payments to be made by Grantor, or refund-ed to the Grantor. If, however, the monthly payments made under (a) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then Grantor shall pay to Beneficiary any amount necessary to make up the deficiency on or before the date when pay-ment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time Grantor shall tender due Beneficiary, in accordance with the provisions hereof, full payment of the entire indebtedness secured hereby. Beneficiary shall, in computing the amount of indebtedness, credit to the account of Grantor any balance remaining in the funds accumu-and thereafter a sale of the premises in accordance with the provisions hereof, or if the Beneficiary acquires the property other-wise after default. Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property other-the amount of principal then remaining unpaid under said note.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR AGREES: reasonable wear and tear excepted.

To keep said premises in as good order and condition as they now are and not to commit or permit any waste thereof,

reasonable wear and tear excepted. 6. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged, or destroyed thereon, and pay when due all costs incurred therefor, and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property. Grantor further agrees: being obtained for the purpose of financing construction of improvements on said property, Grantor further agrees:

(a) to commence construction promptly and in any event within 30 days from the date of the commitment of the Department of Housing and Urban Development, and complete same in accordance with plans and specifications satisfactory to Beneficiary,
(b) to allow Beneficiary to inspect said property at all times during construction,
(c) to replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) calendar days after written notice from service of the same.

e of the same, (d) that work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) The Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

 Not to remove or demolish any building or improvement thereon.
 To comply with all laws, ordinances, regulations, convenants, conditions, and restrictions affecting said property.
 To provide and maintain insurance against loss by fire and other hazards, casualties, and contingencies including war damage with loss payable to the Beneficiary and Grantor, as their interests may appear, and to deliver all policies to Beneficiary, which loss repear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of delivery shall constitute an assignment to Beneficiary of all return premiums. 10. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee. 11. To pay at least 10 days before delinquency all assessments upon water company stock, and all rents, assessments and with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust.

expenses of this Irust. 12. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate provided on the principal debt, and the repayment thereof shall be secured hereby. 13. To do all acts and make all payments required of Grantor and of the owner of the property to make said note and this Deed eligible for insurance by Beneficiary under the provisions of the National Housing Act and amendments thereto, and agrees not to do.

13. To do all acts and make all payments required of Grantor and of the owner of the property to make said note and this Deed eligible for insurance by Beneficiary under the provisions of the National Housing Act and amendments thereto, and agrees not to do, or cause or suffer to be done, any act which will void such insurance during the existence of this Deed.

IT IS MUTUALLY AGREED THAT: 14. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustec, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers. title, employ coursel, and pay his reasonable fees. 15. Should the property or any part thereof be taken or damaged by reason of any public improvement or condemnation

incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including costs of evidence of title, employ counsel, and pay his reasonable fees. 15. Should the property or any part thereof be taken or damaged by reason of any public improvement or condemnation other payments or relief therefor, and shall be entitled at its option to commence, appear in, and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, and awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said moneys so received by it or apply the same on any indebtedness secured hereby. Grantor agrees to execute such further assignments of 16. By accepting payment of any sum secured hereby after is due date, Beneficiary does not waive its right either to require 17. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Deed granting any easement or creating any restriction thereon; (c) join in any subscript, without affecting the liability of any moneys accenter of the indebtedness Trustee may (a) consent to the making of any may or plat of said property; (b) join in 17. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Deed granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting the liability of any The Grantes in any reconveyance may be described as the "persons legally entitled thereto," and the recitals therein 18. As additional security, Grantor hereby assign to Beneficiary during the continuance of these trusts, all rents, issues, royalties, and profests of fact endors and proceeds as the "person or persons legally entitled thereto," and the recitals therein of the Grantes in any reconveyance may be described as the "person or person

any matters or facts shall be conclusive proof of the truthfulness thereof.
18. As additional security, Grantor hereby assigns to Beneficiary during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Deed and of any personal property located thereon. Until Grantor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Grantor shall have the right to collect in the performance of any agreement hereunder, Grantor shall have the right to collect by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon any take possession of and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any notice of default hereunder of such rents, issues and profits and profits and profits and the application thereof as aforesaid, shall not cure or waive any default or such rents, issues and profits and profits and the application thereof as aforesaid, shall not cure or waive any default or such rents, issues and profits and profits and the application thereof as aforesaid, shall not cure or waive any default or such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or any indebtedness secured hereby or in performance of any agreement hereunder, or

e of default hereunder or invalidate any act done pursuant to such notice. 20. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, or

should this Deed and said note not be eligible for insurance under the National Housing Act within Three months from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to Three months time from the date of the Department of Housing and Urban Development to insure this loan cease to be in full force and effect for any reason whatsoever, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written months' time from the date of

SEE ADJUSTABLE RATE RIDER ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL TERMS, COVENANTS AND CONDITIONS TO THIS DEED OF TRUST

declaration of default and demand for sale, and of written notice of default and of election to cause the property to be sold, which avidencing expanditures secured hereby. This option may not be exercised by the Readicion when the individual documents notice Irustee shall cause to be duly filed for record. Beneficiary shall also deposit with irustee this Deed, the note and all documents evidencing expenditures secured hereby. This option may not be exercised by the Beneficiary when the ineligibility for insur-ance under the National Housing Act is due to the Beneficiary's failure to remit the mortgage insurance premium to the Depart-

ance under the National Housing Act is due to the Beneficiary's failure to remit the mortgage insurance premium to the Depart of Housing and Urban Development.
21. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale, there as a whole or in separate parcels, and in such order as it may determine (but subject to by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to by a fail or any portion of said property by public anonex of the United States, payable at time of loss of parcels, shall be sold, at porter to any portion of said property by public anonex of the United States, payable at time to time thereafter may bestop and the such time fixed by the preceding postponent. Trustee shall deliver to the purchase any postpone as the sale by public anonexcent at the time fixed by the preceding postponent. Trustee shall deliver to the purchase it should conveying the conclusive proof of the variate parents of the parment context of the parcels, and in such the party, express or implied. The recitais in the board at the sale to prove the sale by public anonexcent at the time fixed by the preceding postponent.
After deducting all costs, fees, and express of Trustee and of this trust, including Grantor, or Beneficiary, may beed of any there on the party may, from time to the sale provided on the principal debt; all other sums then secure the terest at the rate provided on the principal debt; all other sums then secure there are and bind the heirs, legates, devisees, administrators, executors, successors, and assigns of the anot shall be adding and the termine as provided by statute. Appoint another Trustee in place and instead of Trustee harding and there doel and several. The certain and by any three and there upon the Trustee harding and the termine as a provided by a statute. Trustee is place and instead of Trustee here in a shall be discharged

loan) A Signature of Grantor. STATE OF OREGON COUNTY OF KLAMATH Joann <u>Hill</u> 55 Signature of Grantor. I, the undersigned, Pamela J. Spencer, Notary Public 25th day of September Hill & Joann A. Hill to me known to be the individual described in and who executed the within instrument, and acknowledged that , 19_86_, personally appeared before me _ Gerald R. , hereby certify that on this n menuoneu. Given under my hand and official seal the day and year last above written. free and voluntary act and deed, for the uses and purposes melag - Q for the State of Oregon C My commission expires 1. 1. REQUEST FOR FULL RECONVEYANCE 8716/88 70 Ō 71 1 Do not record. To be used only when note has been paid. To: TRUSTEE. The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed on payment to you of said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder. To: TRUSTEE. Mail reconveyance to STATE OF OREGON COUNTY OF 33. I hereby certify that this within Deed of Prust was filed in this office for Record on the o'clock M., and was duly recorded in Book page Mortgages of day of County, State of Oregon, on Recorde Deputy.

Notwithstanding anything contained in this Adjustable Rate Rider, in no event will any new adjusted interest rate be more than five percentage (5%) porule picker or lower there the this sai internet Mars it and formation of

- 60 Turatesi tero ATT, Decome estective du a.(1v) If the Calculated Interest Rate is less than the Existing Interest Rate by more than one percentage point, the new adjusted interest rate will 161 be equal to one percentage point less than the Existing Interest Rate (subject to the 5% Cap) (d)
- R state and the state and the south store at the sol If the Calculated Interest Rate exceeds the Existing Interest Rate by more than one percentage point, the new adjusted interest rate will be equal to one percentage point, higher, than the Existing Interest Rate (subject to the 28 Cab) will be deemed to be the Earst interest Tetre
- (ii) If the difference between the Calculated Interest Rate and the Existing Interest Rate is less than or equal to one percentage point, the new adjusted interest rate, will be equal to the Calculated Interest Rate (subject to the maximum_allowable change over the term of the Mortgage of five percentage points, in either direction, from the Initial Interest Rate, herein called the "5% (Cap"). an account where no wrate the (1) the because est (111) If the
- (OIATES and an antipart of the same as the Existing Interest Rate, the interest rate will not change . Hogerbe swg cannot leave the (Ĝ)
- Starte and anterest Rate will be compared to the interest rate being the change Date (such interest rate earned immediately prior to the current Change Date (such interest rate being called the "Existing Interest Rate"). Then, the new adjusted interest rate, if any, will be determined as follows: roger will be generated by the
- percent of Change Doints (2.0. 1 dive Norrdador Arasses dorses (2.1 dive Norrdador Arasses dorses (2.1 dive Norrdador Arasses dorses (2.1 dive Norrdador Arasses) With Drindex and the sum of this addition will be founded to the nearest one-eighth Survey of one percentage point (0.125%). The rounded sum, of the Margin plus the Calculated Interest Rate" for each Change deternore the amount which would be necessary to reper
- picking spokes factor provident worree with set work and the most recently Morreavailable figure, thirty (30) days before the Change Date ("Current Index"). Data Montgeade will grae Montgeader wi
- Each adjustment to the interest rate will be made based upon the following method of employing the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year ("Index"; the Index is published in the <u>Rederal Reserve Bulletin</u> and made available by the United States Treasury Department in Statistical Release H. 15 (519)), As of each Change Date, it will be determined whether or not an interest rate adjustment must be made, and the
- 2. The first adjustment to the interest rate (if any adjustment is required) will be less than twelve months nor more than eighteen months from the due date of the first installment payment under the Note), and thereafter each adjustment to the interest rate will be made effective on that day of each succeeding year during 3.
- under the Note, the initial stated interest rate of per centum (7.50%) per annum ("Initial Interest Rate") on the unpaid principal balance is subject to change, as hereinafter described. When the interest rate changes, the equal monthly installments of principal and interest also will be adjusted, as hereinafter provided, so that each installment will be in an amount necessary to fully amortize the unpaid principal balance of the Note, at the new adjusted interest rate, over the remaining term of the Note.
- covering the premises described in the Mortgage and located at6505 Palomino Court. Klamath Falls Oregon 97603 Auc 16067Acc and Excess Lakment SCORE TO RECEASE (MPO) FOR THE DATEORE OF THE SECOND STORES TO THE MORTGAGE, Mortgager and Mortgagee, hereby, agree to the following

CETHIS ADJUSTABLE RATE RIDER is made this 18th day of _____ September and 15 incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Mortgage"), of even date herewith, given by the undersigned ("Mortgagor") to secure Mortgagor's Adjustable Rate Note ("Note"), of even date herewith to Jackson County Federal Savings and LOan Association Mortgageen),

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ADJUSTAELE EAVE RIDEN

(C) Notwithstanding anything contained in this Adjustable Rate Rider, in the event that (i) the Existing Interest Rate was reduced on a Change Date, and (ii) Mortgagee failed to give the Adjustment Notice when required, and (iii) Mortgagor, consequently, has made any monthly installment payments in excess of the amount which would have been set forth in such Adjustment Notice ("Excess Payments"), then Mortgagor, at Mortgagor's sole option, may either (1) demand the return from Mortgagee (who for the purposes of this sentence will be deemed to be the mortgagee, or mortgagees, who received such Excess Payments, whether or not any such mortgagee subsequently assigned the Mortgage) of all or any portion of Such Excess Payments, with interest thereon at a rate equal to the Index on the Change Date when the Existing Interest Rate was so reduced, from the date each Such Excess Payment was made by Mortgagor to repayment, or (2) request that all calculated as provided above, be applied as payments against principal.

(b) Mortgagor agrees to pay the adjusted monthly installment amount beginning on the first payment date which occurs at least thirty (30) days after Mortgagee has given the Adjustment Notice to Mortgagor. Mortgagor will continue to pay the adjusted monthly installment amount set forth in the last Adjustment Notice given by Mortgagee to Mortgagor until the first payment date which occurs at least thirty (30) days after Mortgagee has given further Adjustment Notice to Mortgagor. Notwithstanding anything to the contrary contained in this Adjustable Rate Rider or the Mortgage, Mortgagor will be relieved of any obligation to pay, and Mortgagee will have forfeited its right to collect, any increase in the monthly installment amount (caused by the recalculation of such amount under Subparagraph 4(a)) for any payment date occurring less than thirty (30) days after Mortgagee has given the applicable Adjustment Notice to Mortgagor.

(a) If the Existing Interest Rate changes on any Change Date, Mortgagee will recalculate the monthly installment payments of principal and interest to determine the amount which would be necessary to repay in full, on the maturity date, the unpaid principal balance (which unpaid principal balance will be deemed to be the amount due on such Change Date assuming there has been no default in any payment on the Note but that all prepayments on the Note have been taken into account), at the new Existing Interest Rate, in equal monthly payments. On or before the Change Date, Mortgagee will give Mortgagor written notice ("Adjustment Notice") of any change in the Existing Interest Rate and of the revised amount of the monthly installment payments of principal and interest, calculated as provided above. Each Adjustment Notice will set forth (i) the date the Adjustment Notice is given, (ii) the Change Date, (iii) the new Existing Interest Rate as adjusted on the Change Date, (iv) the amount of the adjusted monthly installment payments, calculated as provided above, (v) the Current Index, (vi) the method of calculating the adjustment to the monthly installment payments, and (vii) any other information which may be required by law from time to time.

- If the Index is no longer available, Mortgagee will be required to use any (q) index prescribed by the Department of Housing and Urban Development. Mortgagee will notify Mortgagor in writing of any such substitute index. (giving all necessary information for Mortgagor to obtain such index) and after the date of such notice the substitute index will be deemed to be the Index, hereunder.s "harer ud attenses anor...)
- The method set forth in this Paragraph 3 of this Adjustable Rate Rider, for (f) determining whether or not an adjustment must be made to the Existing Interest Rate incorporates the effects of the provisions of 24 CFR. 203.49(e)(1) and 234.79(e)(1) which require that changes in the Index in excess of one Percentage Point must be carried over for inclusion in adjustments to the Existing Interest Rate in subsequent years.

Mortgagee, will perform the functions required under Subparagraphs 3(a), (b) and (c) to determine the amount of the new adjusted rate, if any. Any such new adjusted interest rate will become effective on the Change Date and thereafter will be deemed to be the Existing Interest Rate. The new Existing Interest Rate will remain in effect until the next Change Date on

points higher or lower than the Initial Interest Rate. decrease in the Existing Interest Rate would cause the new adjusted interest rate to exceed the 5% Cap, the new adjusted interest rate will be limited to five percentage (5%) points higher or lower, whichever is applicable, than the Initial Interest Rate.

(e)

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Nothing contained in this Adjustable Rate Rider will permit Mortgagee 729 accomplish an interest rate adjustment through an increase (or decrease) to the unpaid principal balance. Changes to the Existing Interest Rate may only be reflected through adjustment to Mortgagor's monthly installment payments of principal and interest, as provided for herein.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

(Mortgagor) (Seal)

69086305

Gerald R. Hill

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loand A theo (Seal) (Mortgagor) Joann A. Hill

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

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