After recording return to: Jackson County Federal Janings 2 Tast Main Street Jedford, Obegon 97501	control options and the state	Vol. 186 Page 21
	EED OF TRUST	This form is used in connection with deeds of trust insured under the one-to four-family provisions of the National Housing Act.
 - Grand A. S. Starting of the sta	un mennenen and tari	431-1957003-729
THIS DEED OF TRUST, made this // 10+	hday ofNovember	. 19_86
between <u>Rev Mark Trelease and Do</u>	p <mark>ris Dee Trelease, husba</mark>	<u>nd and wife</u>
whose address is <u>243 Soquel' Street</u> (Street and number <u>Klamath County Title Company</u>	<u>) Klam</u> (, as grantor, a <u>th Falls</u> State of Oregon, City) , as Trustee, and
<u>Jackson County Federal Savir</u>	198 and Loan Ac-	
WITNESSETH: That Grantor irrevocably GR	ANTS, BARGAINS, SELLS and CONV	, as Beneficiary.
Parcel 1.	imath	A
Lot 8 in Block 48 of Bue plat thereof on file in County, Oregon.	ena Vista, according to the office of the Count	County, State of Oregon, described as: the official cy Clerk, Klamath
of Lot 6 Block 48, said 1 57°00'00" West 25 a	pin marking the most S Buena Vista Addition: +	outherly corner +
of Lot 6 Block 48, said 1 57°00'00" West, 35.0 feet feet; thence South 17°43 Northerly line of Lot 8, thence South 64°45'58" Ea hich said described property is not currently used for a ogether with all the tenements, hereditaments, and ap e rents, issues, and profits thereof. SUBJECT HOWI on Beneficiary to collect and apply such rents, issues, TO HAVE AND TO HOLD the same, with the app FOR THE PURPOSE OF SECURING PERFORMA \$ 37,471:00	pin marking the most S Buena Vista Addition; t t; thence North 50°00'0 '55" West, to an inters. Block 48, said Buena V ast to the point of beg: gricultural, timber or grazing purposes. purtenances now or hereafter thereunto b EVER; to the right, power, and authorit and profits. urtenances, into Trustee. NCE of each agreement of Grantor herein	ounty of Klamath follows: outherly corner h hence North 0" West 47.0 ection with the ista Addition; inning. elonging or in anywise appertaining, y hereinafter given to and conferred
of Lot 6 Block 48, said 1 57°00'00" West, 35.0 feet feet; thence South 17°43 Northerly line of Lot 8, <u>thence South 64°45'58" Ea</u> hich said described property is not currently used for a ogether with all the tenements, hereditaments, and ap e rents, issues, and profits thereof. SUBJECT HOWI on Beneficiary to collect and apply such rents, issues, TO HAVE AND TO HOLD the same, with the app FOR THE PURPOSE OF SECURING PERFORMA 37, 471:00 	pin marking the most S Buena Vista Addition; t t; thence North 50°00'0 '55" West, to an interse Block 48, said Buena V ast to the point of beg gricultural, timber or grazing purposes. 'Purtenances now or hereafter thereunto b EVER; to the right, power, and authorit and profits. urtenances, into Trustee. NCE of each agreement of Grantor herein 'ACE of each agreement of Grantor herein 'ACE of each agreement of principal at is fully paid, the following sums: to the ground rents, if any, and the t the premiums that will next become du areby as may be required by Beneficiar to deliver prompily to Beneficiary all nonths to elapse before 1 month prior elinquent, such sums to be held by the Ben the same become delinquent; and bsection of this paragraph and all payn gate amount thereof shall be paid each et forth: 'I other, hazard insurance premiums;	Ated <u>November</u> of principal and interest thereof, if <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>2016</u> <u>201</u>
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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 (4¢) for each dollar so overdue, if charged by Beneficiary.

i. If the total of the payments made by Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments 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 refunded 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 payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time Grantor shall tender to Beneficiary, in accordance with the provisions hereof, full payment of the account of Grantor any balance remaining in the funds accumulate under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust and thereafter a sale of the premises in accordance with the provisions hereof, or if the Beneficiary acquires the property otherand 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 is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR AGREES: 5. 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.

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: (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

(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 Beneficiary of such fact, which notice may be given to the Grantor by registered mail, sent to his last known address, or by personal

(d) that work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) calendar days.

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. 7. Not to remove or demolish any building or improvement thereon.

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 as may be required from time to time by the Beneficiary in such amounts and for such periods as may be required by the Beneficiary, as their interests may appear, and to deliver all policies to Beneficiary, which 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.
 To pay at least 10 days before delinquency all assessments upon water company stock, and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens 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.
 To pay immediately and without demand all sums expended bareaucdes by Beneficiary.

expenses of tins frugt.
 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, 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:

IT IS MUTUALLY AGREED THAT: 14. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, 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 Trustee being authorized to enter upon the property for such purposes; commence, appear in and defend any action or proceeding 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, 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 proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in, and prosecute in its own name, any awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may after deducting therefrom all its expenses, including attorney's fees, release any moneys so received by it or apply the same on any indebtedness secured hereby. Grantor agrees to execute such further assignments of any compensation, award, damage, and rights of action and proceeds as Beneficiary or Trustee may require. 16. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due o

16. By accepting payment of any sum secured nereby after its due date, Beneficiary does not waive its night either to reduire prompt payment when due of all other sums so secured or to declare default for failure so to pay. 17. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness. Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Deed or the lien of charge thereof; (d) reconvey, without warranty, all or any part of the property. The Grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitais therein of 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 all such rents, issues, royalties, and profits earned prior to default as they become due and payable. 19. Upon any default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon any take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reaso

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 Secretary of Housing and Urban Development dated subsequent to this Deed, declining to insure said note and this Deed, being deemed conclusive proof of such ineligibility), or should the commitment 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





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declaration of default and demand for sale, and of written notice of default and of election to cause the property to be sold, which notice Trustee shall cause to be duly filed for record. Beneficiary shall also deposit with Trustee 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-ment of Housing and Urban Douglement

ance under the National Housing Act is due to the Beneficiary's failure to remit the mortgage insurance premium to the Depart-ment 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 having been given as then required by law, Trustee, without demand on Grantor, shall sell said property at the time and place of sale having been given as then required by law, Trustee, without demand on Grantor, shall sell said property at the time and place of sale having been given as then required by law, Trustee, without demand on Grantor, shall sell said property at the time and place of sale notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Grantor to direct the order in which such property, if consisting of several known lost or parcels, shall be sold), at statutory night of Grantor to direct the order in which such property, if consisting of several known lost or parcels, shall be sold), at statutory night of Grantor to direct the order in which such property, if consisting of several known lost or parcels, shall be sold), at statutory night of Grantor to direct the order in which such property, if consisting of several known losts or parcels, shall be sold), at postpone the sale by public announcement at the time fixed by the proceeding postponement. Trustee shall deliver to the purchase at the sale. After deducting all costs, fees, and expenses of Trustee and of this trust, including cost of title evidence and reasonable attorney's fees, in connection with sale. Trustee shall apply the proceeds of sale to the payment of all sums expended under the terms hereof not then repaid, with accrued intervest at the rate provided on statute, appoint another Trustee in place and instead of Trustee herein 22. Beneficiary may, from time to time, as provided by statute, appoint another Trustee in place and instead of Tru

shall be awarded by an Appellate Court.

Ì QU Ne. leas 9 P ab Signature of Grantor. Doris Dee Trelease Signature of Grantor. Mark /Trelease RV STATE OF OREGON 65 COUNTY OF Klamath , hereby certify that on this Susan C. Creel I, the undersigned, day of November 19 86, personally appeared before me R. Mark, Trelease and Doris Dee Trelease, husband and wife to me known to be the individual described in and who executed the within instrument, and acknowledged that free and volugitary act and deed, for the uses and purposes signed and sealed the same as their they ... therein mentioned. 7.5 Given under my hand; and official seal the day and year last above written. U Notary Fublic In and for the State of Oregon. 0 1011 San Star 6-21-88 My commission expires _

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REQUEST FOR FULL RECONVEYANCE

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 any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned; and all other evidences of indebtedness secured by 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.

, 19 Dated Mail reconveyance to STATE OF OREGON \$5. COUNTY OF I hereby certify that this within Deed of Trust was filed in this office for Record on the day of o'clock M., and was duly recorded in Book , at , A.D. 19 County, State of Oregon, on of Record of Mortgages of page Recorder. Decuty. HUD-921651 (10/13)

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ADJUSTABLE RATE RIDER

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csTHIS ADJUSTABLE RATE RIDER is made this lotherday of the November of and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed, of Frust or Security Deed ("Mortgage"), of even date herewith, given by the undersigned ("Mortgagor") to secure Mortgagor's Adjustable Rate Note ("Note"); of even date cherewith, suto Jackson County Federal Savings and Loan Association Mortgagee"), covering the premises described in the Mortgage and located at 243 Soquel Street, Klamath, Falls, OR 97.601 dees muo lecerned anch Excess beamarray energy of por LEGALD TRUE NOLIGEDES (MDO, LOL THE BALBORES OF CATE SOURCE ATT DE GERMES IN DE and Mortgagee, hereby, agree to the following site rulency solonizees, sorice (Erners) Morrdedor, consequently, her made any monthly torSevens and One-Half excess of 1. "Under" the Note, the cinitial stated interest rate of Aven performance (7.50%) per cannum; ("Initial Interest Rate"); on the unpaid principal balance is subject to (change, as hereinafter described, 5 When the pinterest rate changes, the equal monthly installments of principal and interest also will be adjusted, as hereinafter provided, as that each installment will be in an amount necessary to stully amortizes the unpaid principal balance of the Note, at the new adjusted winterest, rate, joyer, the remaining term of the Note of strong of and a sound of and and Mortgagee will have forfeited its right to collect, any increase in the 2. The first adjustment to the interest rate; (if any adjustment is required) will be effective on the first day of Aprilo rue courses, 1988 (which date will not 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 state will be made effective on that days of each succeeding year during athe term of the Mortgage ("Change Date") at Worrdedor Airt contruit to bel the the first payment date which occurs at least thirty (30) days after Hortsteine his 3. (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 Federal Reserve Bulletin and made available by the United States Treasury Department in Statistical: Releases H. 515A (519)): po/As of Seach Change Date; it will be determined whether or not an interest) rate adjustment must be made, and the new adjusted interestimate, (if) any; as follows: (TTT) the become start massion of the provided above. Each Adjustment Notice will set forth (1) the date the (a) "The amount of whe Index will be determined; using the most recently Norrceavailable figure, thirty: (30) daysubefore the Change Date ("Current Index"). before the Change Date, Mortgages will give Mortgagor written notion ("Administrate 5(b) TWO percentage points a (72:0:%; the ("Margin") will be added to the Current gua beindex and the sum of this raddition with be rounded; to the nearest one-eighth re pe of one percentage point (0.125%) are The rounded sum, of the Margin plus the gare' Current Index, weill, be called the "Calculated Interest Rate" for each Change deteringte the amount which would be necessary to repay in full, on the machine recelculate the monthly installment payments of principal and interest to

- 1) If the Tugex is no jonder sassingple' Molidades will be redering to new set (ii) If the difference between the Calculated Interest Rate and the Existing Interest Rateris 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 nover the terms of the Mortgage of five percentage points in either direction, from the Initial Interest Rate, herein called the plas (appl), su scination of the top of the protocol of the second second to the maximum allowable interest for the Initial Interest Rate.
- (1) Lue werpoo ser forrp TV rVTE barodtebp 3 of tite Volnerette fors procession (111) If the Calculated Interest Rate exceeds the Existing Interest Rate by more than one-percentage point; the new adjusted interest rate will be equal ito cone spercentage point; the new adjusted interest rate will be equal ito cone spercentage point; the new adjusted interest rate will be equal ito cone spercentage point; the new adjusted interest rate will be equal ito cone spercentage point; the new adjusted interest rate will be equal ito cone spercentage point; the new adjusted interest rate will be equal of the 5% (Cap) with be deswed to be the Existing Interest with the use adjusted minister for with percent of the contain preset who if there Calculated Interest Rates is less than the Existing Interest
- (6) <u>Ratesbysmore</u> than tone percentage point stress than the Existing Interest be equal to one percentage point less than the Existing Interest Rate <u>r(subject to the 5% Cap)</u>.
 EINE betcepting (23) bother proper by Jonest Multiplect is observed.
- (d) Notwithstanding anything contained in this Adjustable Rate Rider, in no revent, will any new adjusted interest rate be more than five percentage (5%) house under or toket they the justed present set.

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

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- (e) Mortgagee (will perform the functions required under Subparagraphs 3(a), (b) and (c), to determine the functions required under Subparagraphs 3(a), (b) and (c), to determine the amount of the news 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 Interests Rate, will remain unreffect until the next Change Date on which the interest rate discadjusted. We way here a subscription of the second rest of the second re
- (1) If the Calculated Interest sets solutions adjustable Rate Rider, for the method set forth in this Paragraph 3 of this Adjustable Rate Rider, for determining whether or not an adjustment must be made to the Existing interest. Rates incorporates the deffects' 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 uto; the Existing Interest Rates in subsequent years.
- (g) If the Index is no longer available, Mortgagee will be required to use any index prescribed by the Department of Housing and Urban Development. Mortgagee will not fy Mortgagor in writing of sany 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. Extatud Iscatest see. They the astronomy to the substitute index will be deemed to be the index hereunder.

If the Existing Interest Rate changes on any Change Date, Mortgagee will (a), 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 inpthe Existing Interest Rate and of the revised amount of the monthly cinstallment 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. employing the weekly average yield on United States Tressory Secur

(b) cp Mortgagor: agrees to pay the adjusted; monthly installment amount beginning on the first payment date which occurs at least thirty (30) days after Mortgage 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) agas after Mortgagor. Notice given by Mortgagee; to Mortgagor until the first payment; date which occurs at least thirty (30) adays 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 bary payments date occurring less than thirty (30) days after Mortgage; bagegiven the applicable Adjustment Notice to Mortgage.

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5. Nothing contained in this Adjustable Rate Rider will permit Mortgages 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 con-

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STATE OF OREGON: COUNTY OF KLAMATH:

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