AFTER RECORDING RETURN TO: NORWEST MORTGAGE, NO. 1200 MIDWEST PLAZA LAST RNO MARQUETTE AVENUE MINNEAPOLIS, MN 55402 ATTM: POST CLOSING

Volmas Page 14232

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ASPED 0/038602 DEED OF TRUST

FHA Case No.

431-2677359 729

ORFD

409187

State of Oregon

THIS DEED OF TRUST ("Socurity Instrument") is made on JUNE 19, 1992 RUSSELL L. DAVIS AND PATRICIA L. DAVIS, HUSBAND AND WIFE

. The Grantor is

("Borrower"). The trustee is

ASPEN TITLE & ESCROW. INC.

("Trustee"). The beneficiary is

NORWEST MORTGAGE, INC.

which is organized and existing under the laws of THE STATE OF MINNESOTA address is , P.O. BOX 5137, DES MOINES. IA 503065137

, and whose

("Lender"). Borrower owes Lender the principal sum of FIFTY TWO THOUSAND FOUR HUNDRED NINETEEN AND 00/100

Dollars (U.S. \$ \*\*\*\*\*52,419.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlies, due and payable on JULY 01. 2022 This Security Instrument secures 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 6 to protect the

security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this 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 KLAMATH County, Oregon:

(\*SEE ATTACHED LEGAL DESCRIPTION\*)

TAY STATEMENTS SHOULD BE SENT TO: NORWEST MORTGAGE INC., P.O. BOX 5137, DES MOINES, IA 503065137

which has the address of 31807 PRICE STREET BONANZA

[Street, City].

Oregon

97523

[/ip Code] ("Property Address"):

FHA Oregon Deed of Trust - 2/91

4RIOH) (9103)

Page 1 of 6 VMP MORTGAGE FORMS - (313)293 8 fc0 - (800,521-729)

14233

TOGETHER 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 stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Horrower 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.

- 1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied at aimst the Property. (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

Each monthly installment for iter is (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shill be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly delinquent. payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary. or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Letter the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance instead of the monthly mortgage insurance premium; premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

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4. Fire, Flood and Other Hazard Insurance, Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires. Borrower shall also insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insurance all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent insurance all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent insurance all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent insurance all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent insurance all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent insurance all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent insurance.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance compliny concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduct on of the indebtedness under the Note and this Security Instrument, first to any Lender, at its option, either (a) to the reduct on of the indebtedness under the Note and this Security Instrument delinquent amounts applied in the order in paragraph 2, or change the amount of such payments. Any excess insurance proceeds monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds ever an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Forrewer in and to insurance policies in force shall pass to the purchaser.

- 5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property is vacant or extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property is vacant or extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property is vacant or abandoned the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned the Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate abandoned or the loan is in default to default if Borrower, during the loan application process, gave materially false or inaccurate abandoned or the loan is in default to default to provide Len
  - 6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Secu ity Instrument, or there is a legal proceeding that may significantly affect Lender's rights and agreements contained in this Secu ity Instrument, or there is a legal proceeding that may significantly affect Lender's rights and agreements contained in this Secu ity Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations).

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of this Security Instrument.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any peri of the Property, or for conveyance in place of condemnation, are hereby assigned and condemnation or other taking of any peri of the Property, or for conveyance in place of condemnation, are hereby assigned and condemnation or other taking of any peri of the Property, or for conveyance in place of condemnation, are hereby assigned and condemnation or other taking of any peri of the Property, or for conveyance in place of condemnation, are hereby assigned and condemnation of other values of the indebtedness that remains unpaid under the Note and this Security Instrument, shall be paid to Lender to the extent of the indebtedness under the Note and this Security Instrument. Lender shall apply such a proceeds to the reduction of the indebtedness under the Note and this Security Instrument. Instrument, Lender shall apply such a proceeds to the reduction of the indebtedness under the Note and this Security Instrument. Lender shall apply such a proceeds to the reduction of the indebtedness under the Note and this Security Instrument. Instrument, Lender shall apply such a proceeds to the reduction of the indebtedness under the Note and this Security Instrument. Lender shall apply such a proceed to the reduction of the indebtedness under the Note and this Security Instrument. Lender shall apply such a proceed to the reduction of the indebtedness under the Note and this Security Instrument.

referred to in paragraph 2, or charge the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

- 8. Fees. Lender may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debt.
  - (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
    - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
    - (ii) Borrower default: by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
  - (h) Sale Without Credi Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:
    - (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
    - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee loes so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
  - (c) No Waiver. If circulastances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
  - (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
  - (e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof. Lender may, at its option and notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding. (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
- 11. Borrower Not Released: Forbearance By Lender Not a Waiver. Extension of the time of 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 Forrower or Borrower's successor in interest. Lender 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 ferbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any-right or remedy.

- 12. Successors and Assigns Bound; Joint and Several Liability: Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower-who co-signs 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 Proporty under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Notices. 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 iny address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Bornower or Lender when given as provided in this paragraph.
- 14. Governing Law: Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such comflict 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 Note are declared
  - 15. Borrower's Copy. Borro ver shall be given one conformed copy of this Security Instrument.
- 16. Assignment of Rents. Forrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Forrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lendtr and Borrower. This assignment of rents constitutes an absolute assignment and not an

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 17, including, but not limited to, reasonable attorneys' fees

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to he 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 Borrswer, 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 (ked 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 Trutee'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.

- 18. 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.
- 19. 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.
- 20. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

21. Riders to this Security Instrument. If one or mo Security Instrument, the covenarts of each such rider shall and agreements of this Security I istrument as if the rider(s) of [Check applicable box(es)]	bre riders are executed by Borrower and recorded together with this be incorporated into and shall amend and supplement the covenants were a part of this Security Instrument.  ORF 6
네트 전 <del>[2008]</del> 이렇게 되는 것 같아. 사람들이 되었다면 하다면 하다 다른 사람들이 되었다면 되었다.	ed Payment Rider Requiry Rider  ARM RIDER
THIS INSTRUMENT WAS DRAFTED BY: NOR AVE., SUITE B, MEDFORD, OR 9750446	RWEST MORTGAGE, INC. 897 ROYAL 554
BY SIGNING BELOW, Berrower accepts and agrees to executed by Borrower and recorced with it. Witnesses:	the terms contained in this Security Instrument and in any rider(s)
	RUSSELL L. DAVIS (Seal) -Borrower
	PATRICIA Lo DAVIS (Seal)  Borrower
<u>(</u> Sea	(Will)
STATE OF OREGON, KLAMATH On this 19TH day of JUNE RUSSELL L. DA	County ss: , 1992 , personally appeared the above named WIS and PAIRICIA L. DAVIS
the foregoing instrument to be their vo	and acknowledged oluntary act and deed.
My Commission Expires: March 22, 1993 (Official Seal)	Before he:  Westlemed Aldington  Notary Public for Oregon

FARR 431-2677359 729

# ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this

JUNE 1992, and is incorporated into and shall be deemed to amend and supplement
the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned
("Borrower") to secure Bo rower's Note ("Note") to NORWEST MORTGAGE, INC.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

31807 PRICE STREET BONANZA, OR 97623

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

### 5. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Date

The interest rate may change on the first day of OCTOBER , 1993 , and on that day of each succeeding year. "C lange Date" means each date on which the interest rate could change.

#### (B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index tas defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary tas defined in paragraph 7(B)). Lender will give Borrower notice of the new Index.

### (C) Calculation of Interest Rate Changes

Before each Change Date. Lender will calculate a new interest rate by adding a margin of TWO AND 375/1000 percentage point(s) ( 2.375 %) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in paragraph 5(D) of this Note, this rounded amount will be the new interest rate until the next Change Date.

## (D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in a rangraph 2 of this Note.

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NMFL 0741 F91

(E) Calculation of Payment Change

If the interest rate changes on a Change Date. Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the unpaid principal balance which would be owed on the Change Date if there had been no default in payment of Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

(F) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 21 days before the new monthly payment amount is due, and must set forth (i) the notice must be given at least 21 days before the new monthly payment amount, (vi) the Charge Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change payment amount, (vi) the Current Index and the date it was published, (vii) the required by law from time to time.

(G) Effective Date of Changes

A new interest rate calculated in accordance with paragraphs 5(C) and 5(D) of this Note will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by all paragraph 5(F) of this Note. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph 5(E) of this Note for any payment date occurring less than 25 amount calculated in accordance with days after Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph 5(E) of this Note (ecreased, but Lender failed to give timely notice of the decrease and Borrower made paragraph 5(E) of this Note (ecreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amount sexceeding the payment amount which should have been stated in a timely notice, any monthly payment as the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate causal to the interest rate which should have been stated in a timely notice), or (ii) thereon at the Note rate (a rate causal to the interest thereon at the Note rate, be applied as payment of principal, request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal tender's obligation to return any excess payment with interest on demand is not assignable even if this Note is otherwise assigned before the demand for return is made.

BY SIGNING BELOW, Berrower accepts and agrees to the terms and covenants contained in this Adjustable

Rate Rider.		FAR2
	(Scal) POTALCIA L. DAVIS	(Seal) Borrower
RUSSELL L. DAVIS	-Borrower PAIRICIA	(Seal)
	(Seal) -Borrower	Borrower
[Space Below	This Line Reserved for Acknowledgment	

Lot 6, Block 5, TOWN OF BONANZA, in the County of Klamath, State PARCEL 1: of Oregon.

CODE 11 MAP 3911-10CD TL 1500

Lot 7 and the Westerly 50 feet of Lots 8, 9 and 10, Block 5, BONANZA, in the County of Klamath, State of Oregon.

CODE 11 MAP 3911-10CD TL 1600 CODE 11 MAP 3911-10CD TL 1800

ANTY OF	LAMATH: SS.		the29	thday
STATE OF OREGON: COUNTY OF I	Names Title Co.	o'clock P.M., and du	ly recorded in Vol. MS	12,
Filed for record at request of A.D., 19	12_ el2:1b_	or Page14	County Clerk	
of June A.D., 15	Mortgages	Evelyn Biehn By	me Mississan	all the
450 OD				

FEE \$50.00