Return: Mountain Title co

Space Above II	his Line For Recording Data]
THE PRIN	IEVILLE BANK
DEED	OF TRUST
THIS DEED OF TRUST ("Security Instrumen	nt") is made on October, 28th
	nd TERRENCE R TITUS ("Borro
he trustee is KEY TITLE COMPANY	("Trustee"). The benefic
THE PRINEVILLE BANK	, which is organized and e
	, and whose address is("Len
P.O. BOX 900 LAPINE, OR 97739  orrower owes Lender the principal sum of	
Twenty One Thousand Five Hundred Twenty One and N	No/100D
nstrument ("Note"), which provides for monthly payments,	idenced by Borrower's note dated the same date as this Sec, with the full debt, if not paid earlier, due and payable on  This Sec
nodifications; (b) the payment of all other sums, with interpretations; (c) the performance of Borrower's covera	bt evidenced by the Note, with interest, and all renewals, extensions rest, advanced under paragraph 7 to protect the security of this Secants and agreements under this Security Instrument and the Note.  Trustee, in trust, with power of sale, the following described pro  County, Oregon
1	.0
LOT 7,8,9,10,11, AND 12 IN BLOCK 20 AND LOT -5-4N TOWNSHIP OF CRESCENT, OREGON, COUNTY OF KLAMATH,	
which has the address of MAIN STREET	CRESCENT
	CRESCENT
which has the address of MAIN STREET [Street	CRESCENT
which has the address of MAIN STREET [Street	crescent [City]

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates

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

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

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

- 8. Hazardous Waste. That Grantor has caused a thorough environmental audit of the subject property to have been conducted and that a favorable environmental report has been presented to the Grantor and the Beneficiary for their inspection. That the audit report on environmental hazards includes soil and ground water sampling and leak testing for any and all underground storage tanks if applicable. The Grantor further covenants and warrants that the report shows past ownership and uses of the property, uses of adjacent property, whether chemicals were used, manufactured or stored on the subject property, an explanation of all past on site and off site disposal practices for hazardous waste, information about the presence or absence of asbestos, PCBs and underground tanks. Proof of the existence and status of necessary permits and government approvals and information about any pending or threatened government or third party actions relating to hazardous waste storage or presence on the subject property. The loaning of any sums of money secured by the subject property pursuant to this Deed of Trust is contingent upon Grantor supplying Beneficiary with a complete and thorough environmental audit for hazardous wastes located on subject property or on adjacent property. Grantor further agrees that in the event that any hazardous waste contamination is not disclosed by virtue of the environmental report or if any information about hazardous waste storage on the subject property comes to light at a subsequent time, Grantor agrees to hold Beneficiary harmless from any and all actions pursuant to such a discovery of hazardous waste being present on the subject property and will defend Beneficiary in all actions, legal or otherwise relating to any such hazardous waste. Grantor agrees to assume all risks of strict liability for clean up costs and other damages under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. 9601 et. Seq., and to
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. 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's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right
- 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 17. 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 Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loans Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge
- 14. Legislation affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.
- 15. 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 any method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 16. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to
  - 17. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 18. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this

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

19. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) take such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 13 or 17.

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

20. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in future. The notice shall further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and any other matters required to be included in the notice by applicable law. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and cost of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the time required by applicable law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of the Property for a period or periods permitted by applicable law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instruments; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

21. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally

23. Substitute Trustee. In accordance with applicable law, Lender may from time to time appoint a successor trustee to entitled to it. Such person or persons shall pay any recordation costs. any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. Use of Property. The Property is not used principally for agricultural or farming purposes.

25. Attorneys Fees. As used in this security instrument and in the Note, "attorneys fees" shall include any attorneys fees

26. By executing and delivering this Deed of Trust and the Promissory Note secured hereby, the PARTIES agree that all awarded by an appellate court. provisions of the Master Form Deed of Trust hereinafter referred to are hereby incorporated herein by reference and made an integral part hereof for all purposes as if the same were set forth herein at length, and the GRANTOR hereby makes said Covenants and agrees to fully perform all of said provisions. The Master Form Deed of Trust above referenced was recorded in

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this office Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were part of this Security Instrument. [Check ☐ 2-4 Family Rider applicable box(es)] Condominium Rider Adjustable Rate Rider

☐ Planned Unit Development Rider Graduated Payment Rider Other(s) [specify]

28. Additional conditions, if

26723

BY SIGNING BELOW, Borrower accepts and in any rider(s) executed by Borrower and recorded	and agrees to the terms and covenants contained in this Security Instrument
and records	d with it.
	1
	RENE' M DUMAS ROTTON
	RENE' M DUMAS -Borrower
	(Seal)
	TERRENCE R TITUS -Borrower
[Space Be	clow This Line For Acknowledgement]
STATE OF OREGON,	County ss:  OFFICIAL SEAL  KASIN LEA
	DANGER ON THE COREGON
I certify that I know or have satisfactory evidence RENE' 10 DUMAS and TERRENCE R TITUS	ence that WY SOMMISSION EXPIRES MAY 5, 1898
is/are the person(s) who appeared before me, and	signed this instrument and acknowledged it to be his/her/their free and
voluntary act for the uses and purposes mentioned in	the instrument.
(Official Seal)	Dated:RRAPRINGEN November 6, 1992
	Managard November 6, 1992
My Commission expires: 5/5/96	Jan Ha
	Notary Public for Oregon
REQUI	EST FOR RECONVEYANCE
TO TRUSTEE:	
The undersigned is the holder of the note of	r notes secured by this Deed of Trust. Said note or notes, together with all
other indebtedness secured by this Deed of Trust, have	ve been paid in full. You are hereby directed to cancel said note or notes and
of Trust to the person or persons legally entitled there	o reconvey, without warranty, all the estate now held by you under this Deed
Date:	

## ADJUSTABLE RATE RIDER

26724

· · · · · · · · · · · · · · · · · · ·	
and is incorporated into and shall be	deemed to amend and supplement the Mortgage, Deed of Trust or Security the same date given by the undersigned (the "Borrower") to secure Borrower's THE PRINEVILLE BANK
of the same date and covering the pr	operty described in the Security Instrument and located at:
. Main Street, Crescent, Orec	gon 97733 [Property Address]
ALLOWING FOR CHANGES	nstrument secures a note which contains a provision in the interest rate payments. Decreases in the interest rate payments. Decreases in the interest rate will result in
A. INTEREST RATE AND SCHEDULED  The Note provides for an initial interterest rate and the payments, as follo  3. PAYMENTS  (A) Time and Flace of Payments	PAYMENT CHANGES  rest rate of 8.750 %. The Note provides for changes in the in-
I will pay principal and interest b	y making payments when scheduled: (mark one): nents on the first day of each month beginning on
I will make my scheduled payn	ments as follows:
	al and interest begining November 28, 1992 and continuing thereafter until paid in full.
	됐는데 하고 사용하는 말을 가려면 하는데 되었다. 
charges described in the Note.	heduled until I have paid all of the principal and interest and any other oplied to interest before principal. If, on October 28, 2012
place if required by the Note Holder	ts at lox 900), LaPine, Oregon 97739  or at a different  led Payments ents will be in the amount of U.S. \$ 190.25  This amount
(C) Scheduled Payment Changes Changes in my scheduled payment	t will reflect changes in the unpaid principal of my loan and in the interest
scheduled payment in accordance with	
4. INTEREST RATE AND SCHEDULED (A) Change Dates	PAYMENT CHANGES
Each date on which my interest ra	ate could change is called a "Change Date." (Mark one)
☑ The interest rate I will pay ma2.4. months	month thereafter.  November 28, 1994  and on every  thereafter.
(B) The Index Beginning with the first Change The 26 Week Treasury Bill in the West Coast Edition of	Date, my interest rate will be based on an Index. The "Index" is:
before each Change Date is called th	ilable as of the date 🗌 45 days 🗵 lst.day.of.the.previous.month
information. The Note Holder will	the Note Holder will choose a new index which is based upon comparable give me notice of this choice.
percentage points (	the Holder will calculate my new interest rate by adding
in Section 4(D) below, this rounded The Note Holder will then determine unpaid principal that I am exp	amount will be my new interest rate until the next Change Date. nine the amount of the scheduled payment that would be sufficient to repay ected to owe at the Change Date in full on the maturity date at my new payments. The result of this calculation will be the new amount of my

Form ARLR 11/7/85

(D) Limits on Interest Rate Changes [Mark box (1), (2) or (3) or boxes (2) and (3) to indicate whether there is any maximum limit on interest 26725 rate changes; if no box is marked, there will be no maximum limit on changes.] (1) There will be no maximum limit on interest rate changes. (2) My interest rate will never be increased or decreased on any single change date by more than ...... percentage points from the rate of interest I have been paying for the preceding period. (3) My interest rate will never be greater than .....15.00... % (E) Effective Date of Changes My new interest rate will become effective on each Change Date. I will pay the amount of my new scheduled payment beginning on the first scheduled payment date after the Change Date until the amount of my scheduled payment changes again. (F) Notice of Changes The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my scheduled payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice. B. FUNDS FOR TAXES AND INSURANCE [Mark one] ☐ Uniform Covenant 2 of the Security Instrument is waived by the Lender. ☑ Uniform Covenant 2 of the Security Instrument is amended to read as follows: 2. SCHEDULED PAYMENTS FOR TAXES AND INSURANCE (A) Borrower's Obligations I will pay to Lender all amounts necessary to pay for taxes, assessments, leasehold payments or ground rents

(if any), and hazard insurance on the Property and mortgage insurance (if any). I will pay those amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless the law requires otherwise. I will make those payments on the same day that my scheduled payments of principal and interest are due under

Each of my payments under this Paragraph 2 will be the sum of the following:

(i) The estimated yearly taxes and assessments on the Property which under the law may be superior to this Security Instrument, divided by the number of scheduled payments in a year; plus,

(ii) The estimated yearly leasehold payments or ground rents on the Property, if any, divided by the number of scheduled payments in a year; plus

(iii) The estimated yearly premium for hazard insurance covering the Property, divided by the number of scheduled payments in a year; plus

(iv) The estimated yearly premium for mortgage insurance (if any), divided by the number of scheduled payments in a year.

Lender will estimate from time to time my yearly taxes, assessments, leasehold payments or ground rents and insurance premiums, which will be called the "escrow items." Lender will use existing assessments and bills and reasonable estimates of future assessments and bills. The amounts that I pay to Lender for escrow items under this Paragraph 2 will be called the "Funds".

(B) Lender's Obligations

Lender will keep the Funds in a savings or banking institution which has its deposits or accounts insured or guaranteed by a federal or state agency. If Lender is such an institution, Lender may hold the Funds. Except as described in this Paragraph 2, Lender will use the Funds to pay the escrow items. Lender will give to me, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Funds, for using the Funds to pay escrow items, for analyzing my payments of Funds, or for receiving, verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Funds and if the law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Funds unless either (i) Lender and I agree in writing, at the time I sign this Security Instrument, that Lender will pay interest on the Funds: or (ii) the law requires Lender to pay interest on the Funds.

(C) Adjustments to the Funds

If Lender's estimates are too high or if taxes and insurance rates go down, the amounts that I pay under this Paragraph 2 will be too large. If this happens at a time when I am keeping all of my promises and agreements made in this Security Instrument, I will have the right to have the excess amount either promptly repaid to me as a direct refund or credited to my future scheduled payments of Funds. There will be excess amounts if, at any time, the sum of (i) the amount of Funds which Lender is holding or keeping, plus (ii) the amount of the scheduled payments of Funds which I still must pay between that time and the due dates of escrow items is greater than the amount necessary to pay the escrow items when they are due.

If, when payments of escrow items are due, Lender has not received enough Funds to make those payments, I will pay to Lender whatever additional amount is necessary to pay the escrow items in full. I must pay

that additional amount in one or more payments as Lender may require.

When I have paid all of the sums secured, Lender will promptly refund to me any Funds that are then being held by Lender. If, as a result of the exercise by Lender of any of its rights under this Security Instrument, either Lender acquires the Property or the Property is sold, then immediately before the acquisition or sale, Lender will use any Funds which Lender is holding at the time to reduce the sums secured.

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

STATE OF	OREGON: COU	INTY OF KLAMATH:	ss.				
Filed for re	ecord at request	of <u>Mountain</u> _A.D., 19 <u>92</u> at _ of <u>Mortga</u>		on Page	- County Clerk	. м92	day ,
FEE	\$45.00			By Daniel	ens Muller		