

Loan No. 01-253-362400-4

MOUNTAIN TITLE COMPANY, 31616 HR

AFTER RECORDING MAIL TO: 1409-5th AVE #SE01CL

WASHINGTON MUTUAL SAVINGS BANK

1409-5th AVE #SE01CL

SEATTLE, WA 98101

THE GRANTOR IS: PATRICIA L. RICKER-LEWIS, a married woman as her separate estate

THE GRANTEE IS: MOUNTAIN TITLE COMPANY, an Oregon Corporation

THE TRUSTEE IS: WASHINGTON MUTUAL SAVINGS BANK, which is organized and existing under the laws of Washington, and whose address is 1201 Third Avenue, Seattle, Washington, 98101

THE DEBT IS EVIDENCED BY BORROWER'S NOTE DATED THE SAME DATE AS THIS SECURITY INSTRUMENT

THE DEBT IS FOR THE SUM OF SIXTY-NINE THOUSAND SEVEN HUNDRED FIFTY & 00/100 DOLLARS

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DEED OF TRUST

THIS DEED OF TRUST (Security Instrument) is made on January 7th

1994. The grantor is PATRICIA L. RICKER-LEWIS, a married woman as her separate estate

(Borrower). The trustee is MOUNTAIN TITLE COMPANY, an Oregon

Corporation. The beneficiary is WASHINGTON MUTUAL SAVINGS BANK, which is organized and existing under the laws of Washington, and whose address is 1201

Third Avenue, Seattle, Washington, 98101. Borrower owes Lender the principal sum of SIXTY-NINE THOUSAND

SEVEN HUNDRED FIFTY & 00/100 DOLLARS

(U.S. \$ 69,750.00). 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 earlier, due and payable on February 1st,

2024. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note; with

interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced

under paragraph 7 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 CLATSOP COUNTY, OREGON:

LOT 19, IN BLOCK 4, OF FIRST ADDITION TO BANYON PARK, ACCORDING TO THE

OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF CLATSOP COUNTY,

OREGON. The property is subject to the following conditions:

1. The property is to be used for residential purposes only.

2. The property is to be used for residential purposes only.

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OREGON - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3038 9/90

TO BE RECORDED

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 3. In lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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 (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 or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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 immediately prior to the acquisition.

6. **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 Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** 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 forfeiture 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 payment.

8. **Mortgage Insurance.** 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

4270 (10-83) TO BE RECORDED

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TO BE RECORDED

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 be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand or notice of sale in one or more parcels and in any order Trustee determines, shall sell the Property at public auction at the time and place and under the terms of sale announced at the time and place of sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty other than the implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements therein contained. The proceeds of the sale in the following order: (a) to all attorneys' fees; (b) to all sums secured by the mortgage;

22. **Reconveyance.** Upon payment of all sums secured by this Security Instrument and all notes evidencing debt 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 apply to the appropriate governmental authority for reconveyance of the Property without warranty and Lender shall charge Borrower a release fee for reconveyance of the Property. Trustee shall reconvey the Property to the person or persons legally entitled to it in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and Lender's fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. **Substitute Trustee.** Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title and interest in the Property herein and by applicable law.

24. **Attorneys' Fees.** As used in this Section, the word "attorney" shall include any person who is admitted to practice law in any state and who is authorized to practice law in any state.

25. **Riders to this Security Instrument.** If one or more riders are executed by Borrower, the covenants and agreements of each such rider shall be deemed to be part of the covenants and agreements of this Security Instrument.

☒ Adjustable Rate Rider ☐ Condominium Rider

☐ Graduated Payment Rider ☐ Condominium Rider ☐ 1-4 Family Rider
☐ Balloon Rider ☐ Planned Unit Development Rider ☐ Biweekly Payment Rider
☒ Other(s) (Specify) **ADDENDUM TO ADJUSTABLE RATE IMPROVEMENT RIDER**

ADDENDUM TO ADJUSTABLE RATE RIDER ☐ **Second Home Rider**

any rider(s) executed by Borrower and recorded with it.

Patricia Roberts

PRICIA L. RICKER-LEWIS

17. Government Law Department has provided its Security Instrument for review of this Security Instrument to the State Attorney General's Office. The State Attorney General's Office has reviewed this Security Instrument and has determined that it complies with the provisions of the Uniform Gifts to Minors Act (UGMA) and the Uniform Transfers to Minors Act (UTMA). The State Attorney General's Office has also reviewed this Security Instrument and has determined that it complies with the provisions of the Uniform Gifts to Minors Act (UGMA) and the Uniform Transfers to Minors Act (UTMA).

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[illegible]

1. The following conditions shall apply to the use of the information contained in this document:

(a) The first step in the process of identifying a potential source of contamination is to determine the location of the source. This can be done by using a variety of methods, including aerial photography, ground surveys, and interviews with local residents. Once the location of the source has been identified, the next step is to determine the extent of the contamination. This can be done by using a variety of methods, including soil sampling, water sampling, and air sampling. Once the extent of the contamination has been determined, the next step is to determine the cause of the contamination. This can be done by using a variety of methods, including laboratory testing, field testing, and interviews with local residents. Once the cause of the contamination has been determined, the next step is to develop a remediation plan. This plan should take into account the location of the source, the extent of the contamination, and the cause of the contamination. The remediation plan should also take into account the needs of the local community and the environment. Once the remediation plan has been developed, the next step is to implement the plan. This can be done by using a variety of methods, including excavation and removal, containment, and treatment. Once the remediation has been completed, the next step is to monitor the site to ensure that the contamination has been removed and that the site is safe for use.

OF OREGON, 1911

County ss: San Diego day of January 1999
 L. RICKER-LEWIS

1. I, Richard Lewis, do hereby certify that the foregoing instrument to be his/her/their signature of Richard Lewis on 19/07/2019 is a true and correct copy of the original instrument and that the original instrument is in my possession and control.

WITNESS my hand and official seal affixed the day and year in this certificate above written.

OFFICIAL SEAL
HELEN M. FINK
NOTARY PUBLIC - OREGON
COMMISSION ON NO. 014766
MY COMMISSION EXPIRES:

COMMISSION NO.: 014768

MY COMMISSION EXPIRES APRIL 20, 1996.

Notary Public for Oregon

JILL M. FIDELL

REQUEST FOR RECONVEYANCE

THE REQUEST FOR RECONVEYANCE shall not create notification or be a lien on any interest in the property.

WAS

WASHINGTON MUTUAL SAVINGS BANK

By _____
Special Agent in Charge

In witness whereof, I have hereunto set my hand and the seal of said Department at Los Angeles, California, this _____ day of _____, 19____.

SAC, _____

Enclosure

TO BE F

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TO BE RECORDED



Washington Mutual
Savings Bank

ADDENDUM TO ADJUSTABLE RATE RIDER (Fixed-Rate Conversion Option)

2063

Loan #01-253-362400-4

THIS ADDENDUM TO ADJUSTABLE RATE RIDER is made this 7th day of January, 19 94, and is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Rider to the mortgage, deed of trust, or deed to secure debt (the "Security Instrument"), of the same date which has been given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note of the same date (the "Note"), as modified by an Addendum to Adjustable Rate Note of the same date, to Washington Mutual Savings Bank (the "Lender"), which Security Instrument covers the property described therein and located at the address shown below (the "Property"):

4728 ALPINE DRIVE, KLAMATH FALLS, OR 97603

(Property Address)

Defined terms in the Note or the Security Instrument shall have the same meaning when used herein. To the extent that this Addendum conflicts with the terms and conditions set forth in the Security Instrument or in the Adjustable Rate Rider, the terms and conditions set forth in this Addendum shall control.

IN ADDITION TO THE PROVISIONS SET FORTH IN THE ADJUSTABLE RATE RIDER, THE ADDENDUM TO ADJUSTABLE RATE NOTE PERMITS THE BORROWER TO CONVERT THE BORROWER'S ADJUSTABLE RATE LOAN INTO A FIXED RATE, LEVEL PAYMENT, FULLY AMORTIZING LOAN.

ADDITIONAL COVENANTS: The Note provides for an initial interest rate and for changes in the interest rate and the monthly payments as set forth in Section A of the Adjustable Rate Rider. In addition, Sections A through F of the Addendum to Adjustable Rate Note permit the Borrower to convert the Borrower's adjustable rate loan into a fixed rate, level payment fully amortizing loan in the manner described below. Accordingly, and in addition to the covenants and agreements contained in the Security Instrument and the Adjustable Rate Rider, Borrower and Lender further covenant and agree as follows:

A. OPTION TO CONVERT TO FIXED RATE

Notwithstanding anything to the contrary in the Adjustable Rate Note or the Adjustable Rate Rider, I may choose to convert my adjustable rate loan to a fixed rate loan as of the first day of March, 19 95, or as of the first day of each of the following 47 calendar months. Each date as of which I could choose to convert my loan to a fixed rate loan is called a "Conversion Date". The last possible Conversion Date is February 1st, 19 99. I agree conversion will be subject to: (i) no payment under the Note or Security Instrument having been more than thirty (30) days past due and the loan being current and otherwise free from default; (ii) Lender's determination that the Property is in satisfactory condition and that the fair market value of the Property is not less than that set forth on the appraisal which Lender was provided in connection with the initial making of the loan; and (iii) if this is a combination construction/permanent loan, the residence and other improvements to the Property have been completed, the loan has been fully disbursed, and principal and interest payments have commenced (or will commence on the next payment due date after the Effective Conversion Date as hereinafter defined).

If I choose to make this conversion, I must give the Note Holder a written request to convert at least ten (10) days before the next Conversion Date (the "Effective Conversion Date"). I also must sign and give to the Lender a document (the "Modification Document") in any form that the Lender may require, changing the terms of the Note and Security Instrument as necessary to reflect the conversion. The Modification Document must be signed by: (i) everyone who originally signed the Note and/or Security Instrument unless the Note Holder has since released them in writing from liability on the loan and they no longer have an ownership interest in the Property; (ii) anyone who has subsequently assumed liability for repayment of the loan unless the Note Holder has since released them in writing from liability and they no longer have an ownership interest in the Property; and (iii) anyone else with an ownership interest in the Property.

I may make inquiry and request verbal quotes of the current conversion rate applicable to my loan at anytime. However, if I have provided a written request to convert and I do not, for any reason, satisfy all requirements to conversion and return the fully executed Modification Document to the Note Holder by the deadline applicable under Paragraph E below, I will forfeit any future right to convert to a fixed rate. In that event, the provision of this Addendum shall be null and void and my loan will remain an adjustable rate loan as provided in my Adjustable Rate Note.

TO BE RECORDED

TO BE RECORDED

ADDENDUM TO ADJUSTABLE RATE RIDER

Beginning with the Effective Conversion Date, if such conversion has been chosen, my interest rate will be equal to the Federal National Mortgage Association's (FNMA) published Required Net Yield for thirty (30)-year, fixed rate mortgages covered by sixty (60)-day mandatory scheduled/actual delivery commitments that was in effect as of the date fifteen (15) days before the Effective Conversion Date, plus FIVE-EIGHTHS of one percent (.625 %) rounded to the nearest 1/8% of 1%. If I do not occupy the Property as my principal residence on the Effective Conversion Date, my new fixed interest rate will be one-half of one percent (1/2%) higher than the rate otherwise payable. If the unpaid balance of the Note as of the Effective Conversion Date exceeds the then-applicable limits for purchase by FNMA, my new fixed interest rate will be three-eighths of one percent (3/8%) higher than the rate otherwise payable. If such Required Net Yield is not available, the Note Holder will determine my new, fixed interest rate by using a comparable figure. In any event, my fixed rate will not exceed NINE & SEVEN-EIGHTHS percent (9.875 %).

B. DETERMINATION OF NEW PAYMENT AMOUNT

If I choose to convert to a fixed rate of interest as provided in Section A above, the Note Holder will then determine the monthly payment amount that would be sufficient to repay in full the principal, I am expected to owe, on the Effective Conversion Date, together with interest at my new interest rate, in substantially equal payments by the maturity date (the "New Payment Amount").

C. PAYMENT OF NEW PAYMENT AMOUNT; CONTINUATION OF FIXED RATE

Beginning with my first monthly payment that becomes due after the Effective Conversion Date, I will, if I have chosen the foregoing conversion, pay the New Payment Amount as my monthly payment, and the interest rate I pay will not change from the fixed rate established as of the Effective Conversion Date.

D. CONVERSION FEE

For choosing to convert my adjustable rate loan to a fixed rate loan as provided above, I will pay the Note Holder a conversion fee equal to ZERO percent (0.000 %) of that part of principal that, as of the Effective Conversion Date, has not been paid. I will pay the conversion fee at least one business day prior to the Effective Conversion Date.

E. NOTICE BY NOTE HOLDER

Before the Effective Conversion Date, the Note Holder will mail or deliver to me a notice of my new interest rate as of the Effective Conversion Date; the amount of my New Monthly Payment; the amount of the conversion fee; and a date (not later than one business day prior to the Effective Conversion Date) by which I must have obtained all required signatures on the Modification Document and actually delivered it to the Note Holder. The notice will include all 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.

F. FAILURE TO CHOOSE CONVERSION

If I do not, at least 10 days before the last possible Conversion Date specified in Section A above, give notice to the Note Holder that I choose to convert my adjustable rate loan to a fixed rate loan and do the other things that I must do under this Addendum within the applicable times specified in this Addendum, I will no longer have the right to convert my adjustable rate loan to a fixed rate loan in the manner described in this Addendum.

G. TRANSFER OF THE PROPERTY OR OF BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument, as amended by the Adjustable Rate Rider, prohibits the Lender from withholding its consent to a sale or transfer of the property (or a beneficial interest in the Borrower if other than a natural person) if the purchaser or transferee meets the Lender's standards of creditworthiness applicable to similar new loans and the Lender's security would not otherwise be impaired.

Following conversion of my adjustable rate loan to a fixed rate loan as provided above, the above limitations on the Lender's right to withhold its consent shall no longer be applicable and the Lender may, in its sole discretion, either: (i) arbitrarily withhold its consent, or (ii) condition the granting of its consent upon the payment of a fee, adjustment in the interest rate payable under the Note, or such other modifications to the terms of the Borrower's loan as the Lender, in its sole discretion, may require.

IN WITNESS WHEREOF, Borrower has executed this Addendum to Adjustable Rate Rider as of the day and year first written above:

PATRICIA L. RICKER-LEWIS

RETURN TO: WASHINGTON MUTUAL SAVINGS BANK

1409-5th AVE #SEN01CL, SEATTLE, WA 98101



1-001-522-1-00-104-10001

2065

ADJUSTABLE RATE RIDER
Interest Rate Cap
Loan #01-253-362400-4

1 YEAR TREASURY SECURITIES INDEX

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THIS ADJUSTABLE RATE RIDER is made this 7th day of January, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note to Washington Mutual Savings Bank (the "Lender") of the same date and covering the property described in the Security Instrument and located at 4728 ALPINE DRIVE, KLAMATH FALLS, OR 97603 (Property Address).

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE SUBJECT TO THE LIMITS STATED IN THE NOTE. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER. THE INTEREST RATE AND MONTHLY PAYMENTS WILL REMAIN THE SAME FOR THE FIRST YEAR OF THE LOAN AND WILL BE ADJUSTED EVERY YEAR THEREAFTER.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES
The Note provides for an initial interest rate of 4.250%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES
(A) Change Dates
The interest rate I will pay may change on the first day of February 1995, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date".

(B) The Index
Beginning with the first Change Date, my interest rate will be based on the 1 Year Treasury Securities Index (the "Index"), which is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board.

The most recent applicable index figure available as of the date 45 days before each Change Date is called the "Current Index". If the applicable Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Charges
Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.875 percentage points (2.875%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limit on Interest Rate Changes
Except as provided in any Addendum or Rider to this Note, the rate of interest I am required to pay shall never be increased or decreased on any single Change Date by more than TWO percentage points (2.000%) from the rate of interest I was paying immediately prior to that Change Date, and my interest rate shall never be greater than NINE & SEVEN-EIGHTHS percent (9.875%).

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will mail or deliver to me a notice of any changes in my interest rate and the amount of my monthly 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. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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 Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 mailed or delivered 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.

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

RETURN TO:

WASHINGTON MUTUAL SAVINGS BANK

1409 5th AVE #500
SEATTLE, WA 98101

Patricia L. Ricker-Lewis
PATRICIA L. RICKER-LEWIS

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 20th day
of Jan A.D., 19 94 at 9:13 o'clock A M., and duly recorded in Vol. M94
of Mortgages on Page 2059

FEE \$45.00

Evelyn Biehn County Clerk

By *Caroline M. Mendenhall*