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TOGETHER WITH all the improvements now or hereater erected on the property, and all easements, appurtenances, and 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 Borrower 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 Prope ty against all claims and demands, subject to any encumbrances of record.

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.

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

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 priority over this Security Instrument as a lien on the Property; (it yearly leasehold payments or ground rents on the Property, if any; (c) yearly leasehold payments or ground rents on the Property, if any; (c) yearly any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance 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 hald Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of a green data and masonable estimates of expenditures of future Escrow Items or otherwise in the amount of Funds due on the basis of a great data and a asonable 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 Federar 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 one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides 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, sho wing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are plediged 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 the Funds was made. The Funds are pledijed a 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 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 shall apply any Funds held by Lender.

if, under paragraph 21, Lender shall acquire or sell the Property | ender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale is a credit against he sums secured by this Security Instrument.

3. Application of Payments. Unless apr licable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charge's due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to

4. Charges; Liens. Borrower shall pay all taxos, assesse ents, charges, fines and impositions attributable to the Property which may attain priority ever this Security Instrument, and basehold payments or ground rents, if any. Borrower shall pay these obligations in the manner sorometry furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall pay these business of a payments are the payments.

promptly furnish to Lender all notices of anounts 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 accept table 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 keep the improvements now existing or hereafter erected on the Property insured

S. Hazard or Property Insurance. Bor ower 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 hezards, including floods or flooding, for which Lender requires insurance. This insurance shall be main ained 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 applicable that the insurance shall be chosen by Borrower subject to Lender's applicable to 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

All insurance policies and renewals a rall to 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

Unless Lender and Borrower otherwise acree in writing, insurance proceeds shall be applied to restoration or repair of the Property 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 Lor der's security is not lessened. If the restoration or repair is not economically shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess pad to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from the part 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

6. Occupancy, Preservation, Mainter ance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Bourower shall pay the premiums required to main ain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. 3 corrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost a botantially equival ant to the cost to Borrower of the mortgage insurance previously in effect, an alternate mortgage insurance previously in effect, and a cost and the cost to Borrower of the mortgage insurance previously in effect, and the cost to Borrower of the mortgage insurance previously in effect, and the cost to Borrower of the mortgage insurance previously in effect, and the cost to Borrower of the mortgage insurance previously in effect, and the cost to Borrower of the mortgage insurance previously in effect, and the cost to Borrower of the mortgage insurance coverage is not available, Borrower shall pay the previously in effect, and the cost to Borrower of the mortgage insurance coverage is not available, Borrower shall pay the cost to Borrower of the mortgage insurance coverage in the cost to Borrower of the mortgage insurance coverage in the cost to Borrower of the mortgage insurance coverage in the cost to Borrower of the mortgage insurance coverage in the cost to Borrower of the mortgage insurance coverage in the cost to Borrower of the mortgage insurance coverage in the cost to Borrower of the cost to Borrower of the mortgage insurance coverage in the cost to Borrower of the cost

Unless Lender and Borrower otherwise agree in writing, any as olication 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.

occupy, establish, and use the Property as Bornwer's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Bornwer's principal residence for at least one year after the date of occupancy, unless Lender otherwise 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 implair the Property, a low 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 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 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 by this Security Instrument or Lender's security interest. Borrower's interest in the Property or other material impairment of the lien created materially flase 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, bit no 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 shill no 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

the Property, the leasehold and the fee title shill 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 leave 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, saying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph? Lender does not have o do so.

Any amounts disbursed by Lender under this paragraph? That become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be ar 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. Mortagge Insurance. If Lender required mortagge insurance as a condition of making the loan secured by this Security Instrument,

from an alternate mortgage insurer approved by Let der. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Londer each month a sum equal to on hits ith of the yearly in ortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Let der will accept, use at diretain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Len fer, 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 serve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its age it may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection solicity in reasonable cause for the inspection.

10. Condemnation. The process of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, of for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property in the proceeds shall be applied to the sums secured by this Security Instrument, whether or not immediately before the taking is equal to or injecter than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing. It is sums secured by this Security Instrument immediately before the taking in which the fair market value of the Property immediately before the taking. Any palance shall be paid to Borrower. In the event of a partial taking of the Property in taking, unless Borrower and Lender otherwise agree in writing a sums secured by this Security Instrument shall be reduced by the amount of the sums secured immediately before the taking, and the property immediately before the taking is less than the amount of the sums secured immediately before the sums secured by this Security Instrument whether or not the sums secured by the sum secured immediately before the taking, unless Borrower and Lender otherwise agree in writing of the Property in the event of a partial taking of the Property in taking, unless Borrower and Lender otherwise agree in writing of the Property in the event of a partial taking of the Property in the event of a partial taking of the Property in taking, unless Borrower and Lender otherwise agree in writing of the Property in the event of a partial taking of the Property in taking, unless applied to the sums secured by this Security Instrument when the amount of the sums secured

sums secured by this Security instrument whether or not the sums are then due.

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

Unless Lender and Borrower otherwise agree in writing, and 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; For searchee 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 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 forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

demand made by the original Borrower of 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 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 successor s 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-signing this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to morgage, 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, forbea or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security in strument 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 principal owed under the Note or by making a cirrect payment to Borrower. Lender may choose to make this refund by reducing the prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower or wided for in this Security Instrument shall be given by delivering it or by mailing it by first class.

prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrover provided for in this 5-ecurity 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 ender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any rotice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this part grap in 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 the Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note and of this Security Instrument and the Note are declared to the severable.

16. Borrower's Conv. Borrower stiell be given one conformed convious that Note and of this Security Instrument

provisions of this Security Instrument and the Nore are declared to the severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. 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 not a natural person) without Lender's prior written consent, security and at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be security security in the secur

18. Borrower's Right to Reinstato. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlie of: (a) 5 days (or such other period as applicable law may specify for this Security Instrument. Those conditions are if at Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in require to assure that the lien of this Security Instrument, but not limited to, rea conable attorneys' fees; and (d) takes such action as Lender may reasonably Security Instrument shall continue unchange dould not 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 cargraph 17.

ramain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note of a partial interest in the Note (together with this Security Instrument; may be sold one or more times without prior notice to Bollows. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There is a may be one or more changes of the Loan Servicer prior the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above. The notice will also contain any other information equired by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance of Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or egulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessar, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law and the following substances: gasoling, ker sene, other flaminable or toxic petroleum products, toxic pesticides and herbicides, volatile scivents, materials containing asbestos or furnel tehyde, and radio active materials. As used in this paragraph 20, "Environmental Law" means federal laws

NON-UNIFORM COVENANTS. Borrow ar and Lender to their covenant and agree as follows: NON-UNIFORM COVENANTS. Burrow at and Lender for the covenant and agree as follows:

21. 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 paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the dotault; (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. The notice shall further inform Borrower of the right to relimitate after acceleration, and the right to bring a court action to assert the non-existence of 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 21.1 reluding, but not limited to, reasonable attorneys' fees and costs of title evidence. If Lender Invokes the power of sale, Londer shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cruse 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. Let deer or Trustee it hall give notice of sale in the manner prescribed by applicable law to Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in 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 deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deer 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 actorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

- 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 e identicing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and Lender shall charge Borrower a release fee in an amount allowed by applicable law. Such person or
- parsons shall pay any recordation costs.

 23. Substitute Trustee. Lender may firm time to time remove Trustee and appoint a successor trustee to any Trustee appointed hareunder. Without conveyance of the Property he successor trustee shall succeed to all the title, power and duties conferred upon Trustee harein and by applicable law.
- Attorneys' Fees. As used in this Security Instrument at 1 in the Note, "attorneys' fees" shall include any attorneys' fees awarded by
- an appellate court.

 25. Riders to this Security Instrument. If one or more inders are executed by Borrower and recorded together with this 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 [Check applicable box(es)]

		-h-warrie gam/as/1
X Adjustable Rate Rider Graduated Payment Rider Balloon Rider Other(s) [specify] ADDENI UM	 Condor ilnium Rider Plannec Unit Development Rider Rate Improvement Rider ADJUSTAB E RATE RIDER	1-4 Family Rider Biweekly Payment Rider Second Home Rider
Balloon Rider	 Rate Improvement Rider	· · ·

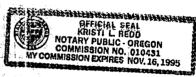
BY SIGNING BELOW, Borrower accepts and agrees it the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. 48 C 1 + 9 C 4

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other indebtedness notes and this Deed under this Deed of I	secured by this Dend d of Trust, which are de Trust to the person or pe	note or notes sec of Trust, have been livered hereby, an irs on's legally entitle	그 왕 수 없는 수 얼마하다면 내가 가는 그는	to cancel said note or
(Oficial Seal) My Commission exp	pires: <u>N/16/9</u>	g Ke	Before me: Suste S. Iotary Public for Oregon	Gedd
	the foregoing instrument my hand and official seal		volunt	tary act and deed.
On this	County ss: day of the county ss: day of the county ss:		mber 17, 19 94, personally appe	eared the above named
		÷ . ÷	AY COMMISSION EXP	100.10, 1995



ADJUSTABLE RATE RIDER Interest Rate Cap

Loan #01-955-481644-3

1 YEAR TREASURY SECURITIES INDEX

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THIS ADJUSTABLE RATE RIDER is made this 14th day of November 19 94, and is incorporated into and shall be deemed to ame id and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "3 prower") 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 5635 GLENRICE WAY, KLAMATE FALLS, OR 975 33
(Pro verty 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 FIGHER. 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. NTEREST RATE AND MONTHLY PAYMENT CHANGES
The Note provides for an initial interest rate of
4. INTEREST RATE AND MONTHLY PAYMENT CHANGES
(A) Change Dates The interest rate I will pay may change on the first day of
a constant maturity of 1 year au made and the states treasury securities adjusted to
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 edding 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-eight of one percentage point (0.125). Subject to the limits stated in Section 4(1) below, this rounded amount will be my new interest rate until the The Note Holder will then determine that amount of the month by payment that would be sufficient to repay the unpaid principal that 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
(D) Limit on interest Rate Changes Except as provided in any Addendum or Ricer 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 pero intage points (2.000%) from the rate of interest I was leaving immediately prior to that Change Date and my interest rate shall never be greater than NINE & SEVEN-EIGHTHS referent (9.875).

g Page 1 of 2

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Ioan #01-955-481644-3

(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.

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 ary question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A SENSFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to lead 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 a mmediate payme at 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 sup nitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transfer se, 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

To the extent permitted by applicable law, Ler der may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferer 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 lote 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 hime flate 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.

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WASHINGTON MUTUAL SAVINGS BANK Loan Review P.O. Box 91006, SAS0304 Seattle, WA 98111

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

10an, #01-955-481644-3

THIS ADDENDUM TO ADJUSTANCE	<u> </u>	松きすが 製物 - 2 [4] → [1] [endî Kar
THIS ADDENDUM TO ADJUSTABLE 19 _94_, and is incorporated into and shartrust, or deed to secure debt (the "Secility secure Borrower's Adjustable Rate Note of same date, to Washington Mutual Savings ocated at the address shown below (if e "Foundation of the secure Borrower's Adjustable Rate Note of same date, to Washington Mutual Savings ocated at the address shown below (if e "Foundation")	Instrument"), of the same of the same date (the "Note")	late which has been	justable Rate given by the	Rider to the r undersigned	nortgage, deed of (the "Borrower") to

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5635 GLENRIDGE WAY, KLAMAIH FALLS, OR 3 1603

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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 Rick 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 is addition to the sovenants and agreements contained in the Security Instrument and the Adjustable Rate Rider, Borrower and Ler der further covenant and agree as follows:

A OPTION TO CONVERT TO FIXED HATE

Notwithstanding anything to the contrary in the Adjustable Rate Note or the Adjustable Rate Rider, I may choose to convert my 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 postible Conversion Date is December 1st. 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 _, 19 _99 lagree conversion 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 corribing tion 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 (onversion 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) everyon a 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 lia pility 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

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 r ot, 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 shell be null and void and my loan will remain an adjustable rate loan as

Page 1 of 2 481

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(60)-day mandatory scheduled/actur I del very committees to the time in the limity (30)-year, fixed rate montgages covered by stary
Conversion Date, plus <u>FIVE-EI(HTIIS</u> of one percent (<u>625</u> %) rounded to the nearest 1/8% of
one-half of one percent (1/2%) higher than the other elective Conversion Date, my new fixed interest rate will be
Date exceeds the then applicable limits to purchase by F.N.M.A. my new fixed interest rate will be three-eights of one percent (.375%)
higher than the rate otherwise payable. It such Required Next Yield is not available, the Note Holder will determine my new, fixed interest rate will be three-eights of one percent (.375%) rate by using a comparable figure. In any event, my fixed interest rate will be three-eights of one percent (.375%) rate by using a comparable figure. In any event, my fixed interest rate will be three-eights of one percent (.375%) rate by using a comparable figure. In any event, my fixed interest rate will be three-eights of one percent (.375%) rate by using a comparable figure. In any event, my fixed interest rate will be three-eights of one percent (.375%) rate by using a comparable figure. In any event, my fixed interest rate will be three-eights of one percent (.375%) rate by using a comparable figure. In any event, my fixed interest rate will be three-eights of one percent (.375%) rate by using a comparable figure. In any event, my fixed interest rate will be three-eights of one percent (.375%) rate by using a comparable figure. In any event, my fixed interest rate will not exceed.
percent (9.875 %).
B. DETERMINATION OF NEW PAYAGAT ARCONOM
If I choose to convert to a fixed gitte or interest as provided in Continue.
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 a tympote by the maturity day.
y square syments by the maturity date (the "New Payment Amount").
C. PAYMENT OF NEW PAYMENT AMCUNT; CONTINUATION OF FIXED RATE Beginning with my first monthly cause at the beautiful action of FIXED RATE
Beginning with my first monthly raym and that becomes due after the Effective Conversion Date, I will, if I have chosen the foregoing conversion, pay the New Prymant Amount as my monthly payment, and the interest rate I pay will not change from the fixed established as of the Effective Conversion Date.
D. CONVERSION FEE
For choosing to convert my adjustable rate loan to a fix ad rate loan as provided about 1.1
equal to ZERO percent (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 provide the
Conversion Date; the amount of my New Monthly Payment he amount of the conversion fee; and a date (not later than one business
actually delivered it to the Note Holder. The notice will include a required signatures on the Modification Document 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 Constitute Basel 10 days before the last possible Basel
that I choose to convert my adjustable lete 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
G. TRANSFER OF THE PROPERTY OR OF BENEFICIAL INTEREST IN BORROWER
is consent to a sale or transfer of the property (or a hopefine interest to a sale or transfer of the property (or a hopefine interest).
transferee meets the Lender's standards of creditworthiness replicable to similar now loops and the lender's standards of creditworthiness replicable to similar now loops and the lender's standards of creditworthiness replicable to similar now loops and the lender's standards of creditworthiness replicable to similar now loops and the lender's standards of creditworthiness replicable to similar now loops and the lender's standards of creditworthiness replicable to similar now loops and the lender's standards of creditworthiness replicable to similar now loops and the lender's standards of creditworthiness replicable to similar now loops and the lender's standards of creditworthiness replicable to similar now loops and the lender's standards of creditworthiness replicable to similar now loops and the lender's standards of creditworthiness replicable to similar now loops and the lender's standards of creditworthiness replicable to similar now loops and the lender's standards of creditworthiness replicable to similar now loops and the lender's loops and loops are lender's loops are lender's loops are lender's loops and loops are lender's loops are lender's loops are lender's loops are lender's
ctherwise be impaired. Following conversion of my adjustable and the Lender's security would not
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 up on the payment of a fee artifus most in the lender.
cr (ii) condition the granting of its consent upon the payment of a fee, adjustment in the interest rate payable under the Note, or such
Tender, in this sole discretion, may require.
IN WITNESS WHEREOF, Borrower has executed this Add endum to Adjustable Rate Rider as of the day and year first written
above. A second of the second of the second of the day and year first written
KIRK RIAN SIPES DEANNA SIPE STOPES
DEAMAY SOE SIFES
RETURN TO LINCOLLANDON MARKET
RETURN TO: WASHINGTON MUTUA, SAVINGS BINK, Loan Review P.O. Box 91006, SAS0304, Senttle, WA 98111
Page 2 of 2
상 사람들은 사람들이 가득하다 하는 사람들이 가득하다 하는 사람들이 되었다.
STATE OF OREGON: COUNTY OF KLAMATH: SS
Filed for record at request of Mountain Title Co the day
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FEE \$45.00 Evelyn Biehn · County Clerk By Qauline Mullindere
- Juliandelo