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It the improvements new or hereafter 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 selsed of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited and the built is the bird constitute a uniform sociality instrument covering real property.

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UNIFORM COVENANTS. Borrower and Lande: covenant and agres as follows: 1. Payment of Principal and Interest; Preps (ment and Late Charges, Borrower shall promptly pay when due the principal of and Interest on the debt evidenced by the Note and ary propayment and Late Charges. Borrower shall promptly pay when due the principal of and Interest on the debt evidenced by the Note and ary propayment and Late Charges. Borrower shall promptly pay when due the principal of and Interest on the debt evidenced by 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 Froperty; (b) yearly leasehold payments or ground isnts on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance proniums, 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 8, in lieu of the payment of mortgage insurance amount a lender for a federally related mortgage loan may require for Borrower's escrit 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 maximum sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an 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.

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 secrew 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 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 hold by applicable law. Lender shall account to Borrower for the excess

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 twolve monthly payments, at Lender's sole discribing.
Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender shall exquire or sell the Property, Lender, plot 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 Paymenta. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied lift, 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 bay all taxos: assessments, charges, fines and impositions attributable to the Property which may

A. Charges; Liens. Borrower shall pay all taxos, 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 provide the person of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall provide the person of the person promptly furnish to Lender receipts evidencing the payments.

promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (e) agrees in writing to the payment of the obligation secured by the lien in a menner 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 onforcement 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.

Bonower shall search the lien or take one or more or the actions service above within no days of the giving or house. 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.

Descriver. Unless Lender and Borrower, otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property demaged, if the restoration or repair is economically feasible and Lender's escurity 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 position is offered.

notice is given.
 Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpons 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's change the Property as Borrower's crincipal residence within situr days after the execution of this Security Instrument and

6. Occupancy, Preservation, Meintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower stall 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, unloss 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's 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 lion 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 diamissed 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 attements 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 provision of the Broover's accurates for tile to the Property. If Borrower fails to perform the covenants and egreements contained in this Security interest.

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 atterneys' foes and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do no. 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 beer interest from the date of disbursement at the Note sate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment. 8. Mortcase insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument.

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 promiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or casses to be in effect. Borrower shall pay the premiums required to obtain coverage insurance previously in effect, at a cest substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect. If aubstantially equivalent to the cost to Borrower of the mortgage insurance previously in effect. If aubstantially equivalent mortgage insurance overage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance previous previously in effect. Lender will accept, use and retrain these payments as in loss reserve in lieu of mortgage insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retrain these payments as in loss reserve in lieu of mortgage insurance Less reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the smouth 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.

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36740 Loan #: 01-253-801447-4

In 19 Synstrepaction. Londer or the agent may make reasonable entries upon and inspections of the Property. Londer shall give Borrower notice 10. Contamination. The proceeds of my award or claim to damages, direct of consequential, in connection with any condemnation or 10. Contamination. The proceeds of my award or claim to damages, direct of consequential, in connection with any condemnation or 10. Contamination of the Property of for conveyance in flat of contamination, are horeby assigned and shall be paid to Lander. The event of a total taking of the Property of the proceeds shall be applied to the sums accured 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 in which the fair market value of the Property taking, unless Borrower and Lender otherwise agree in writing, the sums accured by this Security Instrument immediately before the failed by the following fraction: (a) the total amount of the sums accured by this Security Instrument immediately before the faking. divided by (b) the following fraction: (a) the total amount of the sums accured by this county instrument immediately before the taking, divided by (b) the following fraction: (a) the total amount of the sums accured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any batance shall be paid to Borrower and Lender otherwise agree in writing or unless shall be paid to Borrower the taking of the Property in which the fair market value of the Property into the taking of the sum accured by this convert. In the event of a partial taking of the Property in which the fair market value of the Property interaction withing or unless applied to Borrower and Lender otherwise agree in writing or unless applied to Borrower and Lender otherwise target in the taking is lated to a partial taking of the Property in which the fair market value of the Property interaction with a sum are then due. A security instrum

Justice of the Property is abandoned by Borrower, of II, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damagee; Borrower fails to respond to Londer within 30 days after the date the notice is given; Lander is authorized to collect and apply due, and a claim for damagee; Borrower fails to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then a due, and a secure of the sums secured by this Security Instrument, whether or not then a secure of the sums secured by this Security Instrument, whether or not then a secure of the sums secured by this Security Instrument, whether or not then a secure of the security instrument. the proceeds, at its option, only the second that it and the second method and the second sec

or the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. 11. Borrower Not Released; Forbearanco By Lender Not to Walver. 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 Ilability 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 Borrowor's successors in interest. Any forbearance by Lender in exercising any right or remedy.

demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy. 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Liander 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 not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other without that Borrower's consent. 13. Loan Chargee. If the loan secured by this Security instrument of the Security Instrument or the Note 13. Loan Chargee. If the loan secured by the loan secured by this Security consents.

prepayment wintout any prepayment charge under the twole.
14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower classes 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 Borrower classes when given as provided in this paragraph?

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. 15. Governing Law; Severability. This Security Instrument shall be governed by foderal 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 be severable.

provisions of this Security instrument and the Note are declared to be 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 sold or transferred and Borrower is not a natural person) without Lender's prior written consent, exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. However, this option shall not be 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 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. 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcoment of this Security Instrument discontinued at any time prior to the sariier of: (a) 5 days (or such other period as applicable law may specify for this Security Instrument. Those conditions are that Eorrower: (a) pays Londer 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 enforcing this Security instrument; including, but not limited to, reasonable attornays' fees; and (d) takes such action as Lender may reasonably Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations to gave but as the secured by this remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

paragraph 17. 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold 19. Sale of Note; Change of Loan Servicer. A sole may result in a change in the entity (known as the 'Loan Servicer') that collects monthly 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold or error or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the 'Loan Servicer') that collects monthly 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 and this Security instrument, near and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which paragraph 14 above The notice will also contain any other information required 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 apply to the presence, use, disposal, storage, or release of any Hazardous Environmental Law. The preceding two sentences shall not apply to the presence, use, disposal, storage on 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. For private party involving the Property and any Hazardous Substance or private party involving the Property and any Hazardous Substance or there action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or former tany encoding to other remediation of any Hazardous Substance affecting the Property is necessary. Borrower chail promptly take all necessary remedial actions in accordance with Environmental Law. The preceding the property and any Hazardous Substance or Environmental Law of which Borrower has actual or knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary. Borrower chail promptly take all necessar

federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or onvironmental protection. NON-UNIFORM COVENANTS. Borrower and Lender further 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 agreemant in this Security Instrument (out not prior to acceleration under paragraph 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 acceleration agreemant in this security instrument (out not prior, to acceleration under paragraph 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 coeffied 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 reinstate uter exceleration, and the right to bring a court action to ascert the non-existence of a dofault or any other dofense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the and the option may require immediate payment in full of all cume secured by this Security instrument without further demand and may invoke the power of sale and any other romedies permitted by applicable law. Lender shall be entitied to collect all expenses evidence.

TO BE RECORDED

Page 3 of A

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D TRUSTEE:	
The undersigned is the holder of the note or note	S Secured by this Deed of Taxas and a second
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Cert this Deed of Trust to the person of persons legally	ve been pald in full. You are hereby directed to cancel said note or by, and to reconvey, without warranty, all the estate now held by you y entitled thereto.
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36742 ADJUSTABLE RATE RIDER Interest Rate Cap

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Loan #01-253-801447-4

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of the same date and covering the property described in the Security Instrument and located at 8906 REEDER ROAD, KLAMATH FALLS, OR 97603

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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 BOUNDARY MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S NONTHLY PAYMENTS WILL BE LOWER.

THE INTEREST RATE AND MONTHLY PAYMENTS WILL REMAIN THE SAME FOR THE FIRST YEAR I OF ADDITION & FOR 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^{CT} INTEREST PATE AND MONTHLY PAYMENT CHANGES THE state of the state

(A) Change Dates

The Interest rate I will pay may change on the <u>lst</u> day of <u>December</u>, <u>1997</u>, 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 <u>1 Year Treasury Securities Index</u> (the "Index"), which is the weekly average yield on United States Treasury securities adjusted to a constant maturity of <u>1 year</u>, 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 <u>TWO & SEVEN-EIGHTHS</u> percentage points (<u>2.875</u>%) 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(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 <u>TWO percentage points (2.000%)</u>

from the rate of interest I was paying immediately prior to that Change Date, and my interest rate shall never be greater than <u>NINE & 950/1000---</u> percent (<u>9.950</u> %).

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(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 interact 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.

E. 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 transferse to sign an assumption agreement that is acceptable to Lender and that obligates the transferse 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.

undergend (A) Verit interview 1/16 year 2月17日本达到1月4日 After recording, mail to: ast eles une thus en CTERES Areas sub-tate WASHINGTON MUTUAL Loan Servicing Structure (Service of the Control o en movinter éssée P.O. Box 91006, SAS0304 (5. 2 5) 21/1 10 5 14 「「「この」」「「「「「「」」」」 Seattle, WA 98111 Self ve sid lisvs obsi DIANE L. No and the on I 15 days before reach Change have is galled the Cumunitinest. security abolates the stream territor the unit of states is the part of the state (instantial the will choose a new index which is based upon comparable salorio sull to's allon e r evin the rely of half and molectronic Williamisso in Initiates of 101 Balana jach O tara Dara (na traini i wi ka Ka Kalime my na harean raab i abha a ta an a sa SEN TEN E Kati Na polocitized prime 2. 275 St 11 ment area if prix. The Name Holder with a neutrophic result of the worken to the nearest onder the choice ace point (C (2)) is the tother in the second of Second ((D) helow, this round of a nound wit be no now and amend the set the performed The method of the provide the state of the la fuero aut territoria di anti del contro la contro di contro di contro di contro di contro di contro di contro 12 - European a statut (1 viela viena i viena alternativationa alternativationa alternativationa alternativation explantioned to celulino and 10. "Except is pray one in any Addenting to (Neer 14 Une 14) is an of interior I and required to may that nover Us Increased or nor no read there i not beging and their i high to that a bange Date i no div interest and their sever be greater than (1X 102212 | meeta NINE & SERVICO - - -

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THIS ADDENDUM TO ADJUSTABLE RATE RIDER IS made this 14th day of Wivenber and a start 19 96 and is incorporated into and shall be deemed to unlend and supplement the Adjustable Rate Rider to the montgage, 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 BANK, a Washington Corporation which Security Instrument covers the property described therein and located at the address shown below (the "Property"):

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8906 REFLER ROAD, KLAMATH FALLS, OR 97603 DEL DELVOID DE LETA DE DEST Dealer (Property Address) add at the same of dates merrien wild stip are a statism and it pressing is the state of

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. O evicentia on that such sent yord that such and a men oprace in live your et a tra and on one of mer without

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 ever on a "AMORTIZING LOAN. WI I Med I detrivening as m. (ever used allow har a forget a ver of

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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 toan 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: recise in task in their I must have o rained all lead of natures counts Mudureston Denument al

A. OPTION TO CONVERT TO FIXED RATE be upon toler to the valient in the sale of the second sec

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 1st day of January, 1998 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 December 1st, 2001 will be subject to: (i) no payment under the Note of 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).

It'l 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"). Talso 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: () 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 ownorship interest in the Property; and (iii) anyone else with an ownership interest in the Property.

Timay 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.

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RECIPENTAGE IS TOTALLIC LEGGARES BEING 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-eights of one percent (.375%). higher than the rate otherwise payable, it 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 & 950/1000--percent (Same 9.950 %). Line Granden belge Line and Market Market

ici T onn woled new here i not a nit is be i doit her nicit. It does not by i doit on the second provide of prov 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 的地名美国哈德德尔德 的复数法国际保险的 化合物化合物

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: OLHA BET MINTOR THE EXDITION AND AND THOMAS AND

THT THEY NO OT REWO SOB SHT BTIL AS A TOM STAR & LEAVE LLOA UT MUTODA D. CONVERSION FEE, THEMYAN LEVEL TAR CEXES . OTH MACL HAN CLEARED THE MACL HAN CLEARED THE MACLE

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. end of dentation of rubrition and the final second sind i bains had been and the Andrew and the second s

E. NOTICE BY NOTE HOLDER to lovel oter cevil a ctol n to use addenics and works and normal interaction of a set 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 11 0. ACCEUM 1 0 yeb 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 any tetra di marter laciar parata no ne al Marter di c. n.

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. In the contrast is then in the second ber to be the standard 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 bas executed this Addendum to Adjustable Rate Rider as of the day and year first written above.

Columpia white and 13.00 2.68 c) how is X K. Sault 28 1001 DIANE TAYLOR

After recording, mail to: WASHINGION MUTUAL, Loan Servicing P.O. Box 91006, SAS0304, Seattle, WA 98111 9548 (8-94) Page 2 of 2 deananan mint

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EXHIBIT "A" LEGAL DESCRIPTION

A tract of land in the SE1/4 of Section 30, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as

Commencing at the one-quarter corner common to Sections 29 and 30 of said Township; thence South 0 degrees 18' 51" West along the East boundary of said Section 30, 883.90 feet; thence South 89 degrees 22' 40" West 30.00 feet to a point on the West boundary of Reeder Road for the true point of beginning; thence South 88 degrees 52' 20" West, 2,152.85 feet to a point on the East boundary of the C-G Cutoff; thence South 36 degrees 18' East along the East boundary of the C-G Cutoff; 952.10 feet to a 5/8 inch iron pin; thence North 47 degrees 50' East, 510.67 feet to a 5/8 inch iron pin; thence North 82 degrees 28' 30" East, 1,072.00 feet to a 5/8 inch iron pin; thence South 34 degrees 30' East, 37.23 feet to a 5/8 inch iron pin; thence North 89 degrees 42' East, 124.45 feet to a 5/8 inch iron pin on the West boundary of Reeder Road; thence North 0 degrees 18' 51" East along said road boundary 356.52 feet to the true

STATE OF OREGON: COUNTY OF KLAMATH:

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