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RECORDING REQUESTED BY:

'98 MAY ZU ATT:43

AND WHEN RECORDED MAIL TO: MEDITAGE MORTGAGE CORPORATION 5665 SOUTHWEST MEADOWS ROAD, SUITE 350 LAKE OSWEGO, OR 97035

Titie Order No. 44485-RA Escrow No. 44485-KA

MTC 44485-KA

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## Corporation Assignment of Deed of Trust

LOAN NO. 1980969

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to RESOURCE BANCSHARES MORTGAGE GROUP INC., A DELAWARE CORPORATION executed by all beneficial interest under that certain Deed of Trust dated MAY 13, 1998, CRAIG V. HANSEN, AN UNMARRIED MAN

, Trustor

to AMERITITLE

222 SOUTH 6TH STREET, KLIMATH FALLS, OR 97601 , Trustee, and recorded as Instrument No. 58468 on 5/20/98 in book M98, page 1714, of Official Records in the County Recorder's office of KLAMATE County, describing land therein as: OREGON

Lot 4 in VALLEY VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL #: 3909-012BB-00600

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated: MAY 13, 1998

MERITAGE MORTGAGE CORPORATION

AN OREGON CORPORATION

State of OFEGON

County of CLACKAMAS

SS.

\_, before me, the undersigned, a Notary Public in and for said State, On this 13th day of MAY, 1998

personally appeared GREGORY C. HAASE

WHO EXECUTED THE WITHIN INSTRUMENT AS ASSISTANT VICE PRESIDENT

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Signature Eileen Vindall

My Commission Expires 3/21/99



DDS-FT1

## A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.750 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

## 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of JUNE, 2000 every 61'H month thereafter. Each date on which my interest rate could change is called a "Change Date."

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London Market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice. (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SIX AND FIVE EIGHTHS percentage points ( 6.625 %) to the Current Index. The Note Holder will then round the result of this addition up to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new

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

DDS-WMK

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.750 % or less than 9.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND ONE HALF percentage point(s) 1.500 % from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 16.750 %, or less than 9.750 %.

(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 deliver or mail to me a notice of any changes in my interest rate and the amount of my menthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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

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

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms Adjustable Rate Rider.	and covenants contained in th	is
CRAIG V. HUNGEN	<u> 5-18-5</u> 8 (s	EAL

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STATE OF C	REGON: CO	OUNTY OF KLAMATH: ss.
Filed for reco	rd at request May	A.D., 19 98 at 11:43 o'clock A.M., and duly recorded in Vol. M98
FEE	\$25.00	on Page 17150  Bernetha G. Letsch, County Clerk  By Autilian (1992)