

Return to:
ServiceLink
1355 Cherrington Pkwy
Moon Twp, PA 15108

Until a change is requested all tax
statements shall be sent to the
following address:
PATRICIA E HENDERSON
825 PACIFIC TER
KLAMATH FALLS, OR 97601-
2256 US

Grantor(s):
PATRICIA E HENDERSON, AS TRUSTEE OF THE PATRICIA E HENDERSON TRUST UNDER
TRUST INSTRUMENT DATED OCTOBER 14, 2010
825 PACIFIC TER
KLAMATH FALLS, OR 97601-2256
Grantee:
SPRING EQ, LLC
1 WEST ELM ST. SUITE 450
CONSHOHOCKEN, PA 19428-4152

Maximum Principal Amount: \$150,000.00
Maturity Date: DECEMBER 1, 2054
True and Actual Consideration is: \$150,000.00

[Space Above This Line For Recording Data]

TRUST DEED
(LINE OF CREDIT TRUST DEED)

Mortgage Electronic Registration Systems, Inc.
is the Nominee of Lender
PO Box 2026
Flint, MI 48501-2026

HENDERSON
Loan #: 3000186266
PIN: 218133
MIN:
101369830001862664
MERS Phone: 1-888-679-
6377

THIS TRUST DEED, dated NOVEMBER 5, 2024, is between PATRICIA E HENDERSON,
AS TRUSTEE OF THE PATRICIA E HENDERSON TRUST UNDER TRUST INSTRUMENT DATED
OCTOBER 14, 2010 residing at 825 PACIFIC TER, KLAMATH FALLS, OR 97601-2256 US,
the person or persons signing as "Grantor(s)" below and hereinafter referred to as "we" or "us" and
NEXTITLE, as trustee and hereinafter referred to as the "Trustee," with an address at 1410 SW
JEFFERSON STREET, PORTLAND, OR 97201 for the benefit of "Mortgage Electronic Registration

Systems, Inc." ("MERS"), as nominee for **SPRING EQ, LLC**, its successors and assigns, (hereinafter "you" or "Lender"), with an address at P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, referred to as the "Beneficiary." The Lender has an address of **1 WEST ELM ST. SUITE 450, CONSHOHOCKEN, PA 19428-4152**.

You have appointed MERS as your nominee for this Loan (as hereafter described), and attached a MERS Rider to this Security Instrument, to be executed by us, which further describes the relationship between you and MERS, and which is incorporated into and amends and supplements this Deed of Trust.

PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to the Trustee the Premises located at: **825 PACIFIC TER, KLAMATH FALLS, OR 97601-2256** (the "Premises") and further described as:

SEE ATTACHED LEGAL DESCRIPTION

The Premises includes all buildings and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or anywise made appurtenant hereafter, and the reversions and remainders with respect thereto.

TERM: The maximum term of the Agreement is 30 years, including any renewals or extensions thereof.

LOAN: The Trust Deed will secure your loan in the maximum principal amount of **\$150,000.00** or so much thereof as may be advanced and readvanced from time to time to **PATRICIA E HENDERSON** the Borrower(s) under the Home Equity Line of Credit Agreement and Disclosure Statement (the "Agreement") dated **NOVEMBER 5, 2024**, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Agreement, which has a maturity date of **DECEMBER 1, 2054**. This Trust Deed will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Agreement, all of our promises and agreements in this Trust Deed, any extensions, renewals, amendments, supplements and other modifications of the Agreement, and any amounts advanced by you under the terms of the section of this Trust Deed entitled "Our Authority To You." Loans under the Agreement may be made, repaid and remade from time to time in accordance with the terms of the Agreement and subject to the Credit Limit set forth in the Agreement.

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage, grant and convey the Premises to the Trustee.

GRANTOR'S IMPORTANT OBLIGATIONS:

(a) **PAYMENT AND PERFORMANCE:** We will pay to you all amounts secured by this Trust Deed as they become due, and shall strictly perform our obligations.

(b) **TAXES:** We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Agreement because we pay these taxes and charges. We will provide you with proof of payment upon request.

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(c) **MAINTENANCE:** We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. (We will not conduct or permit any nuisance or waste on or to the Premises.) We will not use the Premises illegally. If this Trust Deed is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(d) **INSURANCE:** We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Trust Deed, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Agreement.

(e) **CONDEMNATION:** We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any trust deed or deed of trust that has priority to this Trust Deed.

(f) **SECURITY INTEREST:** We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises.

(g) **OUR AUTHORITY TO YOU:** If we fail to perform our obligations under this Trust Deed, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Agreement, on which you will charge interest at the interest rate set forth in the Agreement. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Agreement. This Trust Deed secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Trust Deed. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Agreement plus the amount of any trust deed or deed of trust that has priority to this Trust Deed.

(h) **HAZARDOUS SUBSTANCES:** We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of

the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(i) **SALE OF PREMISES:** We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(j) **INSPECTION:** We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Agreement and this Trust Deed may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Agreement and this Trust Deed without losing your rights in the Premises.

REMOVAL OF IMPROVEMENTS: We shall not demolish or remove any improvements from the Premises without your prior written consent. As a condition to the removal of any improvements, you may require us to make arrangements satisfactory to you to replace such improvements with improvements of at least equal value.

COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS: We shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Premises. We may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as we have notified you in writing prior to doing so and so long as, in your sole opinion, your interests in the Premises are not jeopardized. You may require us to post adequate security or a surety bond, reasonably satisfactory to you, to protect your interest.

DUTY TO PROTECT: We agree neither to abandon nor to leave unattended the Premises. We shall do all other acts set forth above in this section, which from the character and use of the Premises are reasonably necessary to protect and preserve the Premises.

COMPLIANCE WITH LAWS: We warrant that the Premises and our use of the Premises complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

SURVIVAL OF PROMISES: All promises, agreements and statements we have made in this Trust Deed shall survive the execution and delivery of this Trust Deed, shall be continuing in nature and shall remain in full force and effect until such time as the Agreement is paid in full.

DEFAULT: Except as may be prohibited by applicable law, and subject to any notice required by applicable law, if we default on any term in the Agreement and/or of any term of this Trust Deed, you or the Trustee may, in accordance with applicable law, pursue and enforce any rights you or the Trustee have under applicable law, including, without limitation, the right to: (i) accelerate all amounts due under the Agreement; (ii) foreclose upon this Trust Deed, invoke the power of sale conveyed hereunder and sell the Premises, either in whole or in part or in separate parcels at different times, if necessary, until the

indebtedness due under the Agreement is satisfied or the Premises is exhausted, whichever occurs first; (iii) enter on and take possession of the Premises; (iv) collect the rental payments, including over-due rental payments, directly from tenants, and you are appointed as our agent and attorney-in-fact to collect any such rents by any appropriate proceeding; (v) manage the Premises, including signing, canceling and changing leases; and (vi) seek appointment of a receiver for the Premises and we hereby appoint you as our attorney-in-fact with authority to consent for us to the appointment of a receiver. This means that, among other rights you or the Trustee may pursue and enforce, you or the Trustee may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe under the Agreement and under this Trust Deed. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. We agree that the interest rate set forth in the Agreement will continue before and after a default, entry of a judgment and foreclosure. Subject to applicable law, if you acquire the Premises at a forced sale following our default, our right to any insurance proceeds resulting from damage to the Premises prior to the acquisition shall pass to you to the extent of the sums secured by this Trust Deed immediately prior to acquisition. In addition, subject to applicable law, you shall be entitled to collect all reasonable fees and costs actually incurred by you or your agents and/or the Trustee or the Trustee's agents arising out of or related to this Trust Deed or the Agreement, including, but not limited to, reasonable attorneys' fees and costs of foreclosure, property preservation, documentary evidence, abstracts and title reports.

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.


WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Trust Deed and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Trust Deed. Until the Agreement has been paid in full and your obligation to make further advances under the Agreement has been terminated, the provisions of this Trust Deed will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Trust Deed is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Agreement and this Trust Deed, and provided any obligation to make further advances under the Agreement has terminated, this Trust Deed and your rights in the Premises shall end.

NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Trust Deed shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at **SPRING EQ, LLC, 1 WEST ELM ST. SUITE 450, CONSHOHOCKEN, PA 19428-4152** or to such other address as you may designate by notice to us. Any notice provided for in this Trust Deed shall be deemed to have been given to us or you when given in the manner designated herein.

RELEASE: Upon payment of all sums secured by this Trust Deed and provided your obligation to make further advances under the Agreement has terminated, the Trustee shall discharge this Trust Deed without charge to us, except that we shall pay any fees for recording of a reconveyance of this Trust Deed.

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 1370.51

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SEVERABILITY: If any provision in this Trust Deed is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

GENERAL: You (or the Trustee) can waive or delay enforcing any of your rights under this Trust Deed without losing them. Any waiver by you of any provisions of this Trust Deed will not be a waiver of that or any other provision on any other occasion.

SUBSTITUTE TRUSTEE: Beneficiary may, from time to time, appoint a successor trustee by an instrument executed and acknowledged by Beneficiary and recorded in the county in which this Trust Deed is recorded, and upon such recordation the successor trustee shall become vested with the same powers, rights, duties and authority of the Trustee with the same effect as if originally made Trustee hereunder.

MERGER: There shall be no merger of the interest or estate created by this Trust Deed with any other estate or interest in the Premises at any time held by you or for your benefit without your written consent.

RIDERS: The following Riders are to be executed by Borrower [check box as applicable]:

- ☐ 1-4 Family Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Planned Unit Development Rider
- ☒ Other(s) [specify] **INTER VIVOS REVOCABLE TRUST AS BORROWER ACKNOWLEDGEMENT, INTER VIVOS REVOCABLE TRUST RIDER, MERS RIDER**

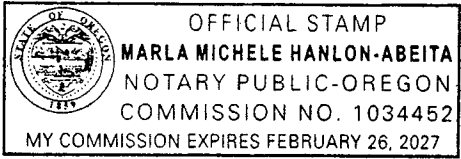
THIS TRUST DEED has been signed by each of us under seal on the date first above written.

Patricia E Henderson 11/05/24
- GRANTOR - PATRICIA E HENDERSON - DATE -

Patricia Henderson Trustee 11/5/24
PATRICIA HENDERSON, AS TRUSTEE OF THE PATRICIA E HENDERSON TRUST UNDER TRUST INSTRUMENT DATED OCTOBER 14, 2010 - DATE -

State of OREGON
County of KLAMATH

This record was acknowledged before me on 5 November 2024 by PATRICIA E
HENDERSON.



Marla U
Notary Public
My Commission Expires: 2/26/2027

**INTER VIVOS REVOCABLE TRUST AS BORROWER
- ACKNOWLEDGMENT**

HENDERSON
Loan #: 3000186266
MIN: 101369830001862664

BY SIGNING BELOW, the undersigned, Settlor(s) of the **PATRICIA E HENDERSON TRUST** under trust instrument dated **OCTOBER 14, 2010**, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

Patricia Henderson 11/05/24
- REVOCABLE TRUST SETTLOR - PATRICIA HENDERSON - DATE -

INTER VIVOS REVOCABLE TRUST RIDER

HENDERSON

Loan #: 3000186266

MIN: 101369830001862664

DEFINITIONS USED IN THIS RIDER.

(A) "Revocable Trust." The **PATRICIA E HENDERSON TRUST** created under trust instrument dated **OCTOBER 14, 2010**.

(B) "Revocable Trust Trustee(s)." **PATRICIA HENDERSON**, trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)." **PATRICIA HENDERSON**, settlor(s) of the Revocable Trust signing below.

(D) "Lender." **SPRING EQ, LLC**.

(E) "Security Instrument." The Deed of Trust, Mortgage or Security Deed and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date and covering the Property (as defined below).

(F) "Property." The property described in the Security Instrument and located at:

825 PACIFIC TER, KLAMATH FALLS, OR 97601-2256.

[Property Address]

THIS REVOCABLE TRUST RIDER is made this **5TH** day of **NOVEMBER, 2024**, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Lender

MULTISTATE INTER VIVOS REVOCABLE TRUST RIDER

further covenant and agree as follows:

A. INTER VIVOS REVOCABLE TRUST

1. CERTIFICATION AND WARRANTIES OF REVOCABLE TRUST TRUSTEE(S).

The Revocable Trust Trustee(s) certify to the Lender that the Revocable Trust is an *inter vivos* revocable trust for which the Revocable Trust Trustee(s) are holding full title to the Property as trustee(s).

The Revocable Trust Trustee(s) warrants to the Lender that (i) the Revocable Trust is validly created under the laws of the State of OREGON; (ii) the trust instrument creating the Revocable Trust is in full force and effect and there are no amendments or other modifications to the trust instrument affecting the revocability of the Revocable Trust; (iii) the Property is located in the State of OREGON; (iv) the Revocable Trust Trustee(s) have full power and authority as trustee(s) under the trust instrument creating the Revocable Trust and under applicable law to execute the Security Instrument, including this Rider; (v) the Revocable Trust Trustee(s) have executed the Security Instrument, including this Rider, on behalf of the Revocable Trust; (vi) the Revocable Trust Settlor(s) have executed the Security Instrument, including this Rider, acknowledging all of the terms and conditions contained therein and agreeing to be bound thereby; (vii) only the Revocable Trust Settlor(s) and the Revocable Trust Trustee(s) may hold any power of direction over the Revocable Trust; (viii) only the Revocable Trust Settlor(s) hold the power to direct the Revocable Trust Trustee(s) in the management of the Property; (ix) only the Revocable Trust Settlor(s) hold the power of revocation over the Revocable Trust; and (x) the Revocable Trust Trustee(s) have not been notified of the existence or assertion of any lien, encumbrance or claim against any beneficial interest in, or transfer of all or any portion of any beneficial interest in or powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or power of revocation over the Revocable Trust.

2. NOTICE OF CHANGES TO REVOCABLE TRUST AND TRANSFER OF POWERS OVER REVOCABLE TRUST TRUSTEE(S) OR REVOCABLE TRUST OR BOTH; NOTICE OF CHANGE OF REVOCABLE TRUST TRUSTEE(S); NOTICE OF CHANGE OF OCCUPANCY OF THE PROPERTY; NOTICE OF TRANSFER OF BENEFICIAL INTEREST IN REVOCABLE TRUST.

The Revocable Trust Trustee(s) shall provide timely notice to the Lender promptly upon notice or knowledge of any revocation or termination of the Revocable Trust, or of any change in the holders of the powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or of any change in the holders of the power of revocation over the Revocable Trust, or both, or of any change in the trustee(s) of the Revocable Trust (whether such change is temporary or permanent), or of any change in the occupancy of the Property, or of any sale, transfer, assignment or other disposition (whether by operation of law or otherwise) of any beneficial interest in the Revocable Trust.

B. ADDITIONAL BORROWER(S).

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s), jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing

MULTISTATE INTER VIVOS REVOCABLE TRUST RIDER

to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE REVOCABLE TRUST.

Uniform Covenant 18 of the Security Instrument is amended in its entirety to read as follows:

Transfer of the Property or a Beneficial Interest in Revocable Trust.

As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If, without the Lender's prior written consent, (i) all or any part of the Property or an Interest in the Property is sold or transferred or (ii) there is a sale, transfer, assignment or other disposition of any beneficial interest in the Revocable Trust, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by the Lender if exercise is prohibited by Applicable Law.

If the Lender exercises this option, the Lender shall give the 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 the borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay all sums secured prior to the expiration of this period, the Lender may invoke any and all remedies permitted by the Security Instrument without further notice or demand on the Borrower.

BY SIGNING BELOW, the Revocable Trust Trustee(s) and other undersigned individual(s), if any, accepts and agrees to the terms and covenants contained in this Revocable Trust Rider.

Patricia E Henderson 11/05/24
- GRANTOR - PATRICIA E HENDERSON - DATE -

Patricia Henderson Trustee 11/15/24
PATRICIA HENDERSON, AS TRUSTEE OF THE PATRICIA E HENDERSON TRUST
UNDER TRUST INSTRUMENT DATED OCTOBER 14, 2010 - DATE -

MULTISTATE INTER VIVOS REVOCABLE TRUST RIDER

BY SIGNING BELOW, the undersigned, Settlor(s) of the **PATRICIA E HENDERSON TRUST** under trust instrument dated **OCTOBER 14, 2010**, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

Patricia Henderson *11/05/24*
- TRUST SETTLOR - PATRICIA HENDERSON DATE -

MULTISTATE INTER VIVOS REVOCABLE TRUST RIDER

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER
(MERS Rider)**

HENDERSON
Loan #: 3000186266
MIN: 101369830001862664

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER ("MERS Rider") is made this **5TH** day of **NOVEMBER, 2024**, and is incorporated into and amends and supplements the Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Agreement to **SPRING EQ, LLC** ("Lender") of the same date and covering the Property described in the Security Instrument, which is located at:

825 PACIFIC TER, KLAMATH FALLS, OR 97601-2256

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that the Security Instrument is amended as follows:

A. DEFINITIONS

As used in the Security Instrument, the following terms refer to the following entities:

"Lender" and "you" are **SPRING EQ, LLC**. Lender is a **LIMITED LIABILITY COMPANY** organized and existing under the laws of **DELAWARE**. Lender's address is **1 WEST ELM ST. SUITE 450, CONSHOHOCKEN, PA 19428-4152**. Lender is the beneficiary under this Security Instrument. The term "Lender" and "you" includes any successors and assigns of Lender.

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is the Nominee for Lender and is acting solely for Lender. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. MERS is appointed as the Nominee for Lender to exercise the rights, duties and obligations of Lender as Lender may from time to time direct, including but not limited to appointing a

HELOC MERS RIDER

successor trustee, assigning, or releasing, in whole or in part this Security Instrument, foreclosing or directing Trustee to institute foreclosure of this Security Instrument, or taking such other actions as Lender may deem necessary or appropriate under this Security Instrument. The term "MERS" includes any successors and assigns of MERS. This appointment shall inure to and bind MERS, its successors and assigns, as well as Lender, until MERS' Nominee interest is terminated.

"Nominee" means one designated to act for another as its representative for a limited purpose.

B. TRANSFER OF RIGHTS IN THE PROPERTY

This Deed of Trust secures to you: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Agreement; (ii) the performance of our covenants and agreements under this Deed of Trust and the Agreement.

You, as the beneficiary under this Deed of Trust, designate MERS as your Nominee. Any notice required by Applicable Law or this Deed of Trust to be served on you must be served on MERS as your designated Nominee. We understand and agree that MERS, as your designated Nominee, has the right to exercise any or all interest granted by us to you, including, but not limited to, the right to foreclose and sell the Property; and to take any action you require including, but not limited to, assigning and releasing this Deed of Trust, and substituting a successor trustee.

C. NOTICES

The Clause entitled "NOTICE" is amended to read as follows:

NOTICE: All notices given by us or you in connection with this Deed of Trust must be in writing. Any notice to us in connection with this Deed of Trust shall be deemed to have been given to us when mailed by first class mail or when actually delivered to our notice address if sent by other means. Notice to any of us shall constitute notice to all of us unless applicable law expressly requires otherwise. The notice address shall be the address(es) of the Property unless we have designated a substitute notice address by notice to you. We shall promptly notify you of our change of address. If you specify a procedure for reporting our change of address, then we shall only report a change of address through that specified procedure. There may be only one designated notice address under this Deed of Trust at any one time. Any notice to you shall be given by delivering it or by mailing it by first class mail to your address stated herein unless you have designated another address by notice to us. We acknowledge that any notice we provide to you must also be provided to MERS as your Nominee until MERS' Nominee interest is terminated. Any notice provided by us in connection with this Deed of Trust will not be deemed to have been given to MERS until actually received by MERS. Any notice in connection with this Deed of Trust shall not be deemed to have been given to you until actually received by you. If any notice required by this Deed of Trust is also required under applicable law, the requirements of applicable law will satisfy the corresponding requirement under this Deed of Trust.

D. SALE OF AGREEMENT; CHANGE OF LOAN SERVICER; NOTICE OF GRIEVANCE

The Agreement or a partial interest in the Agreement (together with this Deed of Trust) can be sold one or more times without prior notice to us. You acknowledge that until you direct MERS to assign MERS's Nominee interest in this Deed of Trust, MERS remains your Nominee, with the authority to exercise your

HELOC MERS RIDER

rights. A sale might result in a change in the entity (known as the "Loan Servicer") that collects periodic payments due under the Agreement and this Deed of Trust and performs other mortgage loan servicing obligations under the Agreement, this Deed of Trust, and applicable law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Agreement. If there is a change of the Loan Servicer, we will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Agreement is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Agreement, the mortgage loan servicing obligations to us will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Agreement purchaser unless otherwise provided by the Agreement purchaser.

Neither us nor you may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Deed of Trust or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Deed of Trust, until we or you have notified the other party (with such notice given in compliance with the requirements of this Deed of Trust) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If applicable law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to us, and the notice of acceleration given to us, pursuant to the provisions of the Deed of Trust shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this part.

E. SUBSTITUTE TRUSTEE

The section entitled "SUBSTITUTE TRUSTEE" is amended to read as follows:

SUBSTITUTE TRUSTEE. In accordance with applicable law, Lender or MERS may from time to time appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

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

Patricia E Henderson 11/05/24
GRANTOR - PATRICIA E HENDERSON - DATE -

Patricia Henderson Trustee
PATRICIA HENDERSON, AS TRUSTEE OF THE PATRICIA E HENDERSON TRUST UNDER
TRUST INSTRUMENT DATED OCTOBER 14, 2010 - DATE - 11/05/24

Order No.: 2002040038

**LEGAL DESCRIPTION
EXHIBIT "A"**

The following described property:

SITUATED IN THE COUNTY OF KLAMATH AND STATE OF OREGON.

LOT 4 IN BLOCK 48, HOT SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING
TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF
KLAMATH COUNTY, OREGON.

Assessor's Parcel No: 218133