

127891

BOOK 164 PAGE 508

Sept 20559
MODIFICATION OF TRUST DEED

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. CLERK

AFTER RECORDING RETURN TO:
OREGON TELCO CREDIT UNION
2121 S.W. FOURTH AVENUE
PORTLAND, OREGON 97201

APR 17 11 52 AM '97
P. Olson
AUDITOR
GARY M. OLSON

Assessor's Parcel or Account Number
01050640070300

Abbreviated Legal Description
LOT 7, WARD ACRES ANNEX

Full Legal description located on page 1

"Credit Union"

"MEMBER(S)"

OREGON TELCO CREDIT UNION
2121 S.W. FOURTH AVENUE
PORTLAND, OREGON 97201

LINN B. MYERS
DIANNA N. MYERS
322 WARD RD.
WASHOUGAL

The parties have entered in a trust deed, in which Credit Union is the beneficiary and Member is the grantor, dated, 10/25/96, and recorded in the records of SKAMANIA County, State of WASHINGTON at Book/Reel 1160, Page/Image 617 Recording No. 126639. The trust deed

covers the following-described real property:
LOT 7, WARD ACRES ANNEX, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED IN BOOK A OF PLATS, PAGE 152, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

The parties wish to modify this trust deed in the following manner:

- ☒ (1) By increasing the amount secured by this trust deed from 136000 to 146,000.00
☐ (2) This trust deed is further modified by:

OREGON TELCO CREDIT UNION

By *[Signature]*
"Credit Union"

[Signature]
Member

[Signature]
Member

Expire

Indexed, Dir

Indirect

Filed

Noted

"MEMBER'S NOTARY"

STATE OF OREGON,

County of Multnomah

) ss.

March 18, 1997

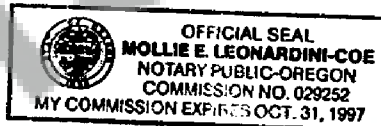
Personally appeared the above-named Linn E. and Dianne N. Myers and acknowledged the foregoing instrument to be their voluntary act and deed.

By: Mollie E. Leonardini

Notary Public for State of: OREGON

My Commission expires: 10.31.97

Residing at: Portland, OR



"CREDIT UNION NOTARY"

STATE OF OREGON,

County of Mult.

) ss.

March 18, 1997

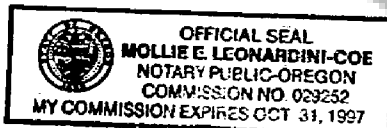
Personally appeared Tom Sobon who, being duly sworn, did say that (s)he is the Assistant Treasurer of OREGON TELCO CREDIT UNION, and that said instrument was signed and sealed in behalf of said Credit Union by Authority of its Board of Directors; and that said instrument is his/her voluntary act and deed.

By: Mollie E. Leonardini

Notary Public for State of: OREGON

My Commission expires: 10.31.97

Residing at: Portland, OR



FIXED/ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 18 day of MARCH 1997, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to

OREGON TELCO CREDIT UNION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

322 WARD RD.
WASHOUGAL, WASHINGTON 98671

[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 7.250 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of , and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent 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 TWO AND .6250 percentage point(s) (+ 2.6250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - 1 YEAR TREASURY INDEX- Single Family

3477007 (9507) LX991

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ELECTRONIC LASER FORMS, INC. - 18001327-0545

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) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.2500 % or less than 5.2500 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.2500 %.

(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 the change in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

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.

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.

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

Lin E. Myers (Seal)
LINN E. MYERS -Borrower

Dianna N. Myers (Seal)
DIANNA N. MYERS -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower