

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 5th day of November, 1984, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note to THE RADFORD COMPANY dba RADFORD FINANCIAL (the "Lender") of the same date ("Note") and covering the property described in the Security Instrument and located at:

689 Tina Court, Douglas County, Nevada

Property Address

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an "Initial Interest Rate" of Sixteen Percent (16%). Section 4 of the Note provides for changes in the interest rate and the monthly payment as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first (1st) day of January, 1986, and on that day of the month every twelve (12) months 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 an "Index". The Index is the monthly weighted average cost of savings, borrowings and advances by the Federal Home Loan Bank of San Francisco "Bank" to Eleventh District members of the Bank based on statistics tabulated and published by the Bank during the term of this Note. The "Original Index" was the Index published on October 26, 1984, which was 11.039%; "Basis Point Differential" means an amount equal to the Initial Interest Rate less the Original Index, which Basis Point Differential is 496 (a basis point is 1/100 of 1%); the most recent Index figure available as of sixty (60) days before each Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will use a successor Index designated by the Federal Home Loan Bank Board. Note Holder will advise me of this successor Index.

(C) Calculation of Changes

Before each Change Date, the Note Holder will adjust the interest rate on my Note ("Rate Change") based on the difference between the Current Index and the Original Index. The Rate Changes will be made as follows: (1) each Rate Change will be an amount equal to the Current Index, plus the Basis Point Differential, less the

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interest rate applicable immediately prior to the effective date of the Rate Change; (2) the amount of the Rate Change as determined in (1) will be added to the interest rate applicable immediately prior to the effective date of the Rate Change; (3) the result of this calculation will be my new rate until changed again as provided in this Section of the Note; (4) in no event shall the interest rate be increased to a rate in excess of Twenty One Percent (21%); in no event shall the interest rate be decreased to a rate less than Sixteen Percent (16%); (6) in no event shall any increase exceed Two Point Zero (2.0) percentage point(s) above the rate applicable immediately prior to the effective date of the Rate Change; (7) if this formula would result in an increase in the interest, the Note Holder has a right to increase the rate less than the full amount or not at all; but all decreases must be made.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay in full the principal I am expected to owe on the Change Date in substantially equal payments by the maturity date at my new interest rate. The result of this calculation will be the amount of my new monthly payment.

(D) 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 date after the Change Date until the amount of my monthly payment changes again. The amount of interest due will be calculated from the date of last payment received to the date of current payment received, based on the interest rate in effect as of the date of current payment.

(E) Notice of Changes

At least thirty (30) days but not more than sixty (60) days before each Change Date, the Note Holder will mail or deliver to me a notice of Interest Rate Change. The notice will advise me of:

- (1) the new interest rate on my loan as of the Change Date;
- (2) the amount of my monthly payment following the Change Date;
- (3) a telephone number to call for answers to any questions I may have regarding the notice; and
- (4) any additional matters which the Note Holder is required to disclose.

B. NOTICE

Uniform Covenant 12 of the Security Instrument is amended to read as follows:

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail to Borrower at the Property Address or at such other address as Borrower may designate by notice to lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

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C. UNIFORM SECURITY INSTRUMENT; GOVERNING LAW; SEVERABILITY

Uniform Covenant 13 of the Security Instrument is amended to read as follows;

13. Uniform Security Instrument; Governing Law; Severability. This form of Security Instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the property is located. In the event that any such provision or clause of this Security Instrument of 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 provisions, and to this end the provisions of this Security Instrument and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

D. LOAN CHARGES

If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

IN WITNESS WHEREOF, Borrower has executed this Adjustable Rate Rider the day and year first above written.

Dick M. Glumac (Seal)
DICK M. GLUMAC Borrower



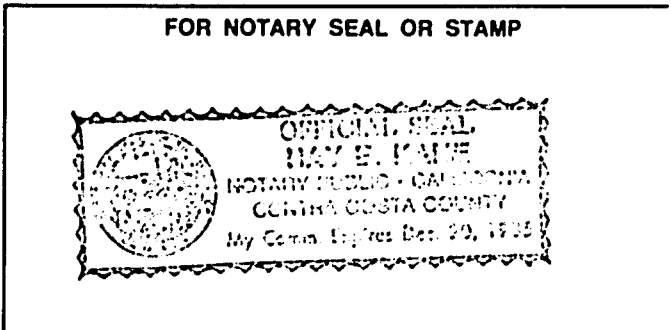
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STATE OF CALIFORNIA }
COUNTY OF CONTRA COSTA } SS.
On this the 6th day of November 19 84, before me the undersigned, a Notary Public in and for said County and State, personally appeared Dick M. Glumac

..... personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same

Ray E. Kane
Signature of Notary

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CAL-375 (Rev. 8-82) Ack. Individual

COPY

REQUESTED BY
LAWYERS TITLE
IN OFFICIAL RECORDS OF
BOULEVARD SOUTH 469A

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SUZANNE CLAUDEAU
RECORDER

\$9.00 PAID *LS* DEPUTY

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