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K-34079

DEED OF TRUST

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THIS DEED OF TRUST is made this 2nd. day of March , 19 81 , among the grantor, TIMOTHY M. MACE and PATRICIA A. MACE (herein "Borrower"), KLAMATH COUNTY TITLE COMPANY (herein "Trustee"), and the beneficiary, EVANS FINANCIAL CORP., a Washington corporation with address at P. O. Box 12685, Spokane, Washington, 99214 (herein "Lender").

Whereas, Borrower and Lender have executed a Construction Loan Agreement of even date (herein "Agreement") under which Lender has made to Borrower a loan in the principal amount of Forty Thousand and no/100------------ Dollars (herein "Loan Amount") for the express purpose of performing certain work on the property described below; and

Whereas, in connection with the Agreement and pursuant to its terms, Borrower has executed a Note (herein "Note") of even date in the Loan Amount payable to the Lender whereby the Borrower has agreed to pay to the Lender the amounts so advanced plus interest as therein stated. The balance of principal and interest, if not sooner paid, is to become due and payable on the first day of the 10th full calandar month after the date of the initial delivery by Evans Products Company of materials for the exterior erection of the improvements on the property. Monthly interest only installments may be required if so provided for in the Note;

NOW THEREFORE, Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Klamath and State of Oregon :

Lot 12 in Block 9 of Sun Forest Estates, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property are herein referred to as the "Property".

To secure to Lender (a) the repayment of the indebtedness evidenced by the Note with interest thereon all as set forth in the Note, any extensions or renewals or modifications of such Note, (b) the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Deed of Trust and the performance of the covenants and agreements of the Borrower herein contained and contained in the Agreement, and (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to Paragraph 20 hereof (herein "Future Advances"). Any such extension, renewal or modification of the Note, including, without limitation, extension of the repayment period or an increase in the applicable interest rate, shall not impair in any manner the validity of, or the priority of, this Deed of Trust.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property; that the Property is unencumbered and that Borrower will warrant and defend generally such title to the Property against all claims and demands and will execute such further assurance as the same may be requisite.

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

1. *Payment of Principal and Interest.* Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note and late charges as provided in the Note.

2. *Funds for Taxes and Insurance.* Subject to Lender's option under Paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus one-twelfth of the yearly premium installments for hazard insurance, all as reasonably estimated initially and from time to time by the Lender on the basis of assessments and bills and reasonable estimates thereof. Lender shall hold the Funds in an account which is insured by a Federal or State agency and shall apply the funds from said account to pay said taxes, assessments, and insurance premiums. Lender shall make no charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds, interest, if any, paid to Borrower on the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of Funds held by Lender, together with the future monthly installments of funds payable prior to the due dates of taxes, assessments, and insurance premiums shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, and insurance premiums as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Turst, Lender shall promptly refund to Borrower any Funds held by Lender.

If under Paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. ***Application of Payments.*** Unless applicable law provides otherwise, all payments received by Lender under the Note and Paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under Paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. ***Charges; Liens.*** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this Paragraph and, in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided that the Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. ***Hazard Insurance.*** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgagee clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices, the policies and any renewals thereof and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

In the event of a loss, the amounts collected shall be payable to the Lender and at the option of the Lender may be used in any one or more of the following ways: (1) applied upon the Indebtedness secured hereby whether such Indebtedness be matured or unmatured; (2) used to fulfill any of the covenants contained herein as the Lender may determine; (3) used to replace or restore the Property to a condition satisfactory to Lender; or (4) release the same to the Borrower. Such application of proceeds to the Indebtedness shall not extend or postpone the due date of the monthly installments referred to in Paragraph 1 hereof or change the amount of such installments. If under Paragraph 17 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sum secured by this Deed of Trust immediately prior to such sale or acquisition.

6. ***Preservation and Maintenance of Property.*** Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with any restrictions affecting the Property.

7. ***Protection of Lender's Security.*** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust or the Agreement, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this Paragraph 7 with interest thereon shall become additional Indebtedness of Borrower secured by this Deed of Trust to the extent permitted by applicable law. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing in this Paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. ***Inspection.*** Lender may make or cause to be made reasonable entries upon and inspections of the Property; provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. ***Condemnation.*** Borrower agrees that all awards heretofore or hereafter made by any public or quasi-public authority to the present owners and all subsequent owners of the Property covered by this Deed of Trust by virtue of an exercise of the right of eminent domain by such authority, including any award for a taking of title, possession or right of access to a public way, or for any change of grade of streets affecting such Property, are hereby assigned to the Lender; and the Lender at its option is hereby authorized, directed and empowered to collect and receive the proceeds of any such award or awards from the authorities making the same and to give proper receipts and acquittances therefore, and may, at the Lender's election, use such proceeds in any one or more of the following ways: (1) apply the same or any part thereof upon the Indebtedness secured hereby, whether such Indebtedness then be matured or unmatured; (2) use the same or any part thereof to fulfill any of the covenants contained herein as the Lender may determine; (3) use the same or any part thereof to replace or restore the Property to a condition satisfactory to the Lender; or (4) release the same to Borrower; and the Borrower hereby covenants and agrees to and with the Lender, upon request by the Lender, to make, execute, and deliver any and all assignments and other instruments sufficient for the purpose of assigning all such awards to the Lender free, clear, and discharged of any and all encumbrances of any kind or nature whatsoever. The application of such proceeds to the Indebtedness shall not extend or postpone the due date of the monthly installments referred to in Paragraph 1 hereof or change the amount of such installments.

10. ***Borrower Not Released.*** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to Borrower or to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor, to refuse or to extend time for payment, or otherwise to modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower or Borrower's successors in interest.

11. ***Forebearance by Lender not a Waiver.*** Any forebearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the Indebtedness secured by this Deed of Trust.

12. ***Remedies Cumulative.*** All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently, or successively.

13. ***Successors and Assigns Bound; Joint and Several liability; Captions.*** The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof. In the event the ownership of the Property or any part thereof becomes vested in a person other than the Borrower, the Lender may deal with such successor or successors in interest with reference to this Deed of Trust and the Indebtedness hereby secured in the same manner as with the Borrower without in any manner vitiating or discharging the Borrower's liability hereunder or upon the Indebtedness hereby secured; and in the alternative, at the option of the Lender, Lender may declare that the unpaid balance of the Indebtedness is immediately due and payable.

14. ***Notice.*** Any notice from Lender to Borrower provided for in this Deed of Trust shall be by certified mail to Borrower at the Property address stated below or at such address as Borrower may designate to Lender by certified mail to Lender's address, except for any notice given to Borrower in the manner prescribed by applicable law as provided in Paragraph 17 of this Deed of Trust.

15. ***Uniform Deed of Trust; Governing Law; Severability.*** This form of Deed of Trust 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 Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable.

16. ***Borrower's Copy.*** Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. *Acceleration; Remedies.* Upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenant to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in Paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Paragraph 17, including, but not limited to, reasonable attorney's fees if permitted by applicable law.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees to the extent permitted by applicable law, and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto, or to the clerk of the superior court of the county in which the sale took place.

18. *Borrower's Right to Reinstate.* Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to five days before the sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in Paragraph 17 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. *Assignment of Rents; Appointment of Receiver; Lender in Possession.* As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees if permitted by applicable law, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. *Future Advances.* Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

21. *Reconveyance.* Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

22. *Substitute Trustee.* In accordance with applicable law, Lender may from time to time remove Trustee and 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 the Trustee herein and by applicable law.

23. *Attorney's Fees.* As used in this Deed of Trust and in the Note, "attorney's fees" shall include attorney's fees, if any, which shall be awarded by appellate court or permitted by applicable law.

24. *Use.* The Property is not currently used for agricultural, timber or grazing purposes.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

P. O. Box 96
Borrower's Mailing Address

Crescent Lake, Oregon 97425

Timothy M. Mace
Borrower TIMOTHY M. MACE

Patricia A. Mace
Borrower PATRICIA A. MACE

STATE OF OREGON, County of Klamath ss:

March 13 1981

Personally appeared the above named Timothy M. Mace and Patricia A. Mace and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

My Commission expires: 8-5-83

Notary Public for Oregon

NOTARY PUBLIC STATE OF OREGON

After recording return to:
Evans Financial Corp
P.O. Box 307, Greenacres, WA 99016

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

STATE OF OREGON; COUNTY OF KLAMATH: ss.

I hereby certify that the within instrument was received and filed for record on the 17th day of March A.D., 1981 at 10:37 o'clock A M., and duly recorded in Vol M81 of Mtg. on page 4829.

EVELYN BIEHN
COUNTY CLERK

By Debra A Janeger Deputy

Fee $ 10.50