

MTC 22480

LINE OF CREDIT DEED OF TRUST

1. **PARTIES:** In this Deed of Trust ("Deed") the words **you** and **your** refer to each and all of those who sign this Deed as Grantor. The words **we**, **us** and **our** refer to Beneficial Oregon Inc. d/b/a **BENEFICIAL MORTGAGE CO.**, the Beneficiary of this Deed, whose address is 814 CHARNELTON EUGENE, OR, 97401.
The word Trustee refers to MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY whose address is 222 S. SIXTH KLAMATH FALLS, OR, 97601.
You are CHARLES HUNTER AND DIXIE HUNTER.
You live at 3703 COLLIER LN.
City (Town) of KLAMATH FALLS, in the County of KLAMATH, Oregon.
2. **OBLIGATION SECURED:** We have made you an open-end loan pursuant to a Credit Line Account Agreement (Agreement) under which we are obligated to make loans and advances to you, including any initial cash advance, up to the maximum \$ 96000.00 (Credit Line). The Agreement is repayable in scheduled monthly payments beginning one month from the date of the Agreement. The term or final maturity of the Agreement will be 360 months from the date of the last cash advance or the date there has been a change of rate, whichever first occurs.
3. **CONVEYANCE OF PROPERTY:** To secure the prompt payment of your Credit Line Account created by this Agreement, you make this Deed on OCTOBER 18TH, 19 89 with the Trustee and sell and convey to the Trustee, with power of sale, the real property described below ("Property") in trust for us:
(a) Property: The Property is located in the County of KLAMATH.
Its postal address is 3703 COLLIER LN KLAMATH FALLS, OR, 97603, Oregon.
The legal description of the Property is:

SEE EXHIBIT "A"

- (b) The Property is improved by buildings erected on that Property.
4. **USE OF PROPERTY:** The Property is not currently used for agricultural, timber or grazing purposes.

5. **OTHER ENCUMBRANCES:** The Property is subject to a prior encumbrance identified as follows:

Name of Lienholder N/A Type of Security Instrument: ☐ Deed of Trust ☐ Mortgage
Date _____, 19____
Principal Amount \$ _____
Recording Information: Date of Recording _____, 19____
Place of Recording: (check appropriate box)
☐ Clerk of _____ County
☐ Director of Records and Elections of Benton County
☐ Recording Dept. of Assessments & Records of Multnomah County
Book No. _____ Page _____
☐ Recording Division of Records & Elections of Washington County
☐ Department of Records and Elections of Hood River County
☐ Department of Records and Assessments of Lane County

6. **ACCOUNT:** You shall pay the Account according to the terms of the Agreement.

7. **TITLE:** You warrant title to the Property. To do so, you establish that you own the Property, have the right to give this Deed and are responsible for any costs or losses to us if anyone, but you claims an interest in it.

8. **LIENS ON PROPERTY:** You shall not allow any type of lien, whether it be a mechanics' lien, materialmen's lien, judgment lien or tax lien, to attach to the Property.

9. **INSURANCE:** Until you pay your debt, you will insure all buildings on the Property against damage by fire and all hazards (often called "extended coverage"). If we ask, you will get insurance acceptable to us for any other risk that we may reasonably require. We will not require you to insure the Property for more than its full replacement value. You will name us on the policy to receive payment if there is a loss. You will assign and give the insurance policies to us if requested so that we can hold the insurance policies as further security for the payment of your debt. These insurance policies shall include the usual standard clauses protecting our interest.

10. **FAILURE TO MAINTAIN INSURANCE:** If you do not maintain this insurance, we can purchase it after we give you any notice the law may require. You will pay us any premiums that we advance to you to pay plus interest. This Deed secures that additional advance of monies.

11. **INSURANCE PROCEEDS:** If we receive any insurance proceeds as a result of your experiencing loss of the use of the Property and then filing a claim for that loss, we need not pay you any interest on the loss and we can (a) use the proceeds to reduce the balance of your loan, (b) pay you as much of the money as we choose for the single purpose of repairing the Property or (c) use the money for any other purpose we may require.

12. **TAXES:** You will pay all the taxes, water or sewer rates or assessments on the Property unless we require you to pay the monies due for these items to us. If you do not pay these charges when due, we can pay them after we give you any notice the law may require. You will promptly reimburse us for any amount we have paid together with interest on the amounts paid. This Deed secures the amounts we have paid.

13. **MAINTAIN PROPERTY:** You shall keep the Property in good condition and repair. You shall not commit any waste.

14. **DEFENSE OF PROPERTY:** You shall appear and defend any action affecting the Property or our rights or the powers of the Trustee. You shall pay, purchase, contest or compromise any interest in the Property including, without limitation, encumbrances, charges or liens which in our judgment appear to be superior to this Deed. To protect our interests, we may at your expense pay necessary expenses, employ counsel and pay reasonable attorney's fees. You shall to the extent allowed by law pay all costs and expenses, including cost of evidence of title and reasonable attorney's fees in any action where we may appear and in any legal action we bring to foreclose this Deed.

15. **CHANGES:** No building or improvement on the Property will be altered, demolished or removed without our consent.

16. **WHEN FULL AMOUNT DUE:** For any of the following reasons, we may, at our option, declare the full amount of your loan due immediately.
(a) Failure to Pay: If you do not pay any instalment payment on your Agreement on the day it is due.
(b) If you do not pay any tax, water or sewer rate or assessment when it is due.
(c) Failure to comply with this Deed or the Agreement: If you do not do anything you promise to do in this Deed or your Agreement.
(d) Repairs: If you do not keep the Property in good repair, or if it is damaged, or parts of it removed.
(e) Death: If you should die.

17. **SALE OF PROPERTY:** If you default in the payment of the loan, or in the performance of any terms of your Agreement, or in the performance of anything you agree to do in this Deed, we may foreclose this Deed, either by legal action or by advertisement and sale in accordance with the laws of Oregon. You have the right to cure the default within 5 days of the date set by the Trustee as the date of sale, by paying us (a) the entire amount due, (b) the actual costs and expenses we incur, and (c) actual trustee's and attorney's fees, up to a maximum of \$550.00 as provided by section 86.753(1)(a) of the Oregon Revised Statutes or as provided by the laws of Oregon in effect at the time cure is effected.

18. **BENEFICIARY'S RIGHT TO COLLECT, RETAIN AND APPLY RENTS AND PROFITS:** As additional security for this Deed, you give us the right to collect any rents or profits from the Property. You have the right, prior to any default in payment or performance of the Agreement or this Deed, to collect any rents or profits. Upon any default, we may at any time without any notice, or by a court appointed receiver, and without regard to the adequacy of any security for the loan, enter upon and take possession of all or any part of the Property. We (or any receiver) also may sue for, or otherwise collect, the rents and profits, including those past due and unpaid, and apply them, in any order we may want, less costs and expenses of operation and collection, including, without limitation, reasonable attorney's fees and principal of the loan plus accrued interest. If we take possession of the Property, collect the rents and profits and apply them as provided above, these acts will not cure or waive any default or notice of default given under the Agreement or invalidate any act done in furtherance of any notice.

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19. **SALE OF PROPERTY:** If you sell the Property voluntarily without obtaining our consent, we may declare the Unpaid Balance plus interest on that balance that is due and unpaid once due and payable. We will not exercise our right to make that declaration if (1) we allow the sale of the Property because the creditworthiness of the purchaser of the Property is satisfactory and (2) that purchaser, prior to sale, signed a written assumption agreement with us which contains terms we fix including, if we require, an increase in the Finance Charge Rate under the Agreement.
20. **PRIOR MORTGAGES OR DEEDS OF TRUST:** You shall pay and keep current the monthly instalments on any prior deed of trust or mortgage and shall prevent any default of the prior mortgage or deed of trust. Should any default be made in the payment of any instalment of principal or any interest on the prior deed of trust or mortgage, or should any suit be filed to foreclose the prior deed of trust or mortgage, you agree the amount secured by this Deed shall be due and payable in full at any time. At your option, you may pay the scheduled monthly instalments on the loan secured by the prior deed of trust or mortgage and, up to the amount you pay, we may become subrogated to the rights of the beneficiary or mortgagee on the prior deed of trust or mortgage. All payments you make on the loan secured by the prior deed of trust or mortgage shall bear interest at the Finance Charge Rate until the amount so paid is paid in full.
21. **FUTURE OWNERS:** This Deed shall be binding upon you, your heirs and personal representatives and all persons who subsequently acquire any interest in the Property.
22. **PARTIAL RELEASE OF PROPERTY:** At your request, we may release any part of the Property from this Deed. Any release shall not affect our interest or any rights we may have in the rest of the Property.
23. **COSTS OF RELEASE:** You shall pay all costs and expenses of obtaining and recording all releases from and of this Deed.
24. **CHANGES:** This Deed cannot be changed or terminated except in a writing which we sign.
25. **SUBSTITUTION OF TRUSTEE:** If the Trustee resigns, we may appoint a Successor Trustee.
26. **NOTICE OF DEFAULT:** We request that a copy of any notice of default and a copy of any notice of sale mailed to you also be mailed to us at the address on the front.
27. **COPY:** You received a true copy of this Deed.
28. **SIGNATURE:** You have signed and sealed this Deed on OCTOBER 18TH, 19 89 in the presence of the persons identified below as "witnesses."

Witness X Charles Hunter (SEAL)
 Witness X Dixie Hunter (SEAL)
 Grantor Grantor

STATE OF OREGON, COUNTY OF Klamath
 On this 19 day of October, 19 89
 before me, a Notary Public in and for said State, personally
 appeared Charles Hunter & Dixie Hunter
 known to me to be the person(s) whose name(s) Are
 subscribed to the within instrument and acknowledged to me
 that they executed the same.
Notary Public of Oregon
 My Commission expires 6-16-92

STATE OF OREGON, COUNTY OF _____
 I HEREBY CERTIFY THAT this instrument was filed for
 record at the request of the Beneficiary at _____ minutes
 past _____ o'clock M., this day of _____
 19 _____ in my office, and duly recorded in Book _____
 of Mortgages at page _____

DEED OF TRUST (With Power of Sale)		(Grantor)	(Trustee)	(Beneficiary)
Dated:		TO		
		and,		
		Beneficial Oregon Inc. d/b/a		
		BENEFICIAL MORTGAGE CO.		
		When recorded mail to:		

REQUEST FOR FULL RECONVEYANCE

_____, Trustee Date: _____, 19 _____
 The undersigned is the legal owner and holder of all indebtedness secured by the foregoing Deed of Trust. All sums secured by that Deed of Trust have been fully paid and satisfied. You hereby are directed to cancel all evidences of indebtedness secured by that Deed of Trust (which are delivered to you herewith together with the Deed of Trust) and to reconvey, without warranty, to the parties designated by the terms of the Deed of Trust the estate now held by you under the same. Mail reconveyance and documents to the office of the holder of the indebtedness presenting this request.

Beneficiary
 Beneficial Oregon Inc. d/b/a
 BENEFICIAL MORTGAGE CO.
 By _____

Office Manager

19984

MTC No: 22480

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land located in the W1/2 NE1/4 of Section 8, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows,

Beginning at a point on the East line of the W1/2 NE1/4 of Section 8, Township 39 South, Range 10 East of the Willamette Meridian, from which point the East 1/16 corner common to Sections 5 and 8 bears North 0 degrees 11' 32" West 1062.16 feet; thence South 0 degrees 11' 32" East 631.45 feet; thence North 80 degrees 12' 54" West 600.61 feet; thence North 8 degrees 47' 26" East 551.68 feet; thence South 85 degrees 18' 19" East 286.02 feet; thence North 88 degrees 01' 44" East 220.52 feet to the point of beginning.

Tax Account No.: 3910 00800 00102

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 20th day
of Oct. A.D., 19 89 at 8:44 o'clock AM., and duly recorded in Vol. M89,
of Mortgages on Page 19982.

FEE \$18.00

Evelyn Biehn County Clerk

By Pauline Muelandore

Return: M.T.C.