



LINE OF CREDIT MORTGAGE

DEED OF TRUST

The Grantor(s) GEROLD P. VROMAN AND MARY VROMAN, AS TENANTS BY THE ENTIRETY herein called "Grantor" does hereby irrevocably grant, sell, bargain, and convey to the Trustee hereinafter designated, as Trustee in trust for PACIFIC FIRST BANK, a corporation, as "Beneficiary," with power of sale, the real property hereinafter described and all interest or estate therein which the Grantor has or may hereafter acquire, together with all buildings, improvements, fixtures or appurtenances, including all building materials and equipment now or hereafter delivered to said premises and intended to be erected thereon or placed therein, and all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled units, to supply heat, gas, air conditioning, water, light, power, refrigeration and ventilation, and screens, window shades, storm doors, storm windows, attached floor coverings, screen doors, awnings, built-in stoves, refrigerators, disposal, trash compactors and water heaters (all of which are intended to be and are hereby declared to be part of said real estate), together with all rents, issues and profits of said premises, subject to the right, power and authority hereinafter given to and conferred upon the Beneficiary to collect and apply such rents and profits.

This DEED OF TRUST is given to secure the payment of all loans and advances, if any, as may be made to the Grantor under the terms of an Equity Line Agreement, together with all renewals, modifications, or extensions and interest and other charges thereon.

The maximum amount to be advanced pursuant to the Line of Credit agreement is \$ 20,000.00

The Line of Credit has a stated maturity date of 10 years, which means the Line of Credit maturity date is 08/30/2001

DESCRIPTION OF PROPERTY AND PROPERTY ADDRESS:

SEE ATTACHED
 PACIFIC FIRST BANK
 DEED OF TRUST

STATE OF OREGON: The above described property is not currently used for agricultural, timber or grazing purposes.

STATE OF WASHINGTON: The above described property is not used principally for agricultural or farming purposes.

NOTICE IS HEREBY GIVEN THAT THE AGREEMENT GOVERNING GRANTOR'S EQUITY LINE ACCOUNT, PAYMENT OF WHICH IS SECURED BY THIS DOCUMENT, PERMITS BENEFICIARY TO VARY THE INTEREST RATE APPLICABLE TO SUCH ACCOUNT AS STATED IN THE EQUITY LINE AGREEMENT.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST THE GRANTOR AGREES THAT: (1) All buildings now or hereafter erected on the property described herein shall be continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust or, at the option of the Beneficiary, in such greater or lesser amounts as shall be reasonably necessary to preserve the security interests of the Beneficiary. (2) All hazard insurance policies shall be in such companies as the Beneficiary may approve with loss payable first to the Beneficiary as its interest may appear and then to the Grantor. Physical possession of the policy is at the option of the Beneficiary. (3) The Beneficiary, at its option, shall have the authority to act as Grantor's agent to settle and adjust any loss under hazard insurance, and, also at its option, may require that all insurance payments for such loss, over and above the reasonable expense, if any, of procuring the same, be applied to the extent necessary for the restoration of the improvements to their condition prior to the loss. (4) In the event of foreclosure all rights of the Grantor in all policies in force shall pass to the Beneficiary. (5) If this is a construction loan, the Grantor will complete all construction financed hereby within eight months from the date of this instrument. (6) The buildings now on or hereafter erected on the premises shall be kept in good repair, not altered, extended, removed or demolished without written consent of the Beneficiary. (7) The Grantor will pay when due any obligations which may be or may become a lien against the within described premises. (8) At the option of the Beneficiary the Grantor will pay, in the manner prescribed below, all insurance premiums, taxes, assessments and other public charges levied, assessed or charged against the within described property. (9) It is understood that the Equity Line Agreement secured by this Deed of Trust is personal to the Grantor or to any successor in interest approved by the Beneficiary and that the Grantor's personal responsibility, and control of the real property encumbered by this Deed of Trust is a material inducement to the Beneficiary to make the agreement. If title to or control of the property, or any significant portion thereof shall pass from the Grantor or successor in interest by deed or otherwise, including the sale of the property on contract, irrespective of whether such change in title or control affects the risk of the Beneficiary, the Beneficiary may declare the unpaid balance under the agreement immediately due and payable. (10) The Beneficiary can terminate your account and require you to pay the Beneficiary the entire outstanding balance in one payment, and charge you certain fees, if: (a) you commit fraud or make a material misrepresentation at any time in connection with this account. This can include, for example, a false statement about your income, assets, liabilities, or any other aspects of your financial condition, or the use of funds for prohibited purposes; (b) you do not meet the repayment terms of this account; or (c) your action or inaction adversely affects the collateral for the plan or our rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the Property, failure to pay taxes, transfer of title or sale of the Property, creation of a senior lien on the Property without our permission, death of the last remaining Borrower and foreclosure by holder of another lien. If the Beneficiary elects to terminate your account and requires you to pay the Beneficiary the entire outstanding balance this Deed of Trust may be foreclosed in the manner herein provided or in any other manner provided by law as the Beneficiary may elect, subject only to such reinstatement rights as may be provided by law. (11) Upon bringing an action to foreclose this Deed of Trust, the Beneficiary may at any time, without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security of the indebtedness hereby secured, enter upon and take possession of the property or any part thereof and in its own name sue for or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, to reduce the indebtedness secured hereby. (12) The entering upon and taking possession of the property, the collection of rents, issues and profits, or the proceeds of fire and other insurance policies or compensations or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. (13) The Grantor will pay the cost of evidencing title and costs, disbursements and attorney's fees actually incurred in any suit which the Beneficiary defends or prosecutes to protect the lien hereof or to foreclose this Deed of Trust, which sums shall be secured hereby. **IT IS MUTUALLY AGREED THAT:** (14) After and during such period of time prior to the time and date set by the Trustee for the Trustee's sale as may be prescribed by law, this Deed of Trust and the obligation secured hereby may be reinstated by the Grantor or other person then privileged by law to reinstate, in the manner prescribed by law. (15) The Trustee may postpone sale of all or any portion of said property by public announcement at the time and place of sale, and thereafter may further postpone the sale from time to time by public announcement at the time and place fixed by the preceding postponement, for periods of time and for a total period of time not exceeding that permitted by law. (16) Any person, including the

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 131 SEP 16

Beginning 440 feet West of the Southeast corner of the SW 1/4 NE 1/4 of Section 25, Township 24 South, Range 8 East of the Willamette Meridian, thence North parallel with the East line of said SW 1/4 NE 1/4 1320 feet, more or less, to the North line of said SW 1/4 NE 1/4; thence West along the North line of said SW 1/4 NE 1/4, 220 feet; thence South parallel with the East line of said SW 1/4 NE 1/4, 1320 feet, more or less, to the South line of said SW 1/4 NE 1/4; thence East along the South line of said SW 1/4 NE 1/4 220 feet to the point of beginning, in the County of Klamath, State of Oregon.

EXCEPT that portion of described property lying within the Odell-Crescent County Roadway.

CODE 48 MAP 2408-25A0 TL 1500

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 4th day
of Sept. A.D., 19 91 at 10:44 o'clock A.M., and duly recorded in Vol. M91
of Mortgages on Page 17599

Evelyn Blehm - County Clerk

By Richard M. Anderson

FEE \$18.00