



U.S. BANK

DEED OF TRUST
LINE OF CREDIT MORTGAGE

30776

Vol. m91 Page 11532

Date: June 17, 1991

Grantor(s): Helen S. Mauer

Address: 2009 Summers Ln
Klamath Falls OR 97603

Borrower(s): Helen S Forner, aka Helen S. Mauer

Address: 2009 Summers Ln
Klamath Falls OR 97603Beneficiary/("Lender"): United States National
Bank of OregonAddress: P O Box 1107
Medford OR 97501Trustee: U.S. Bank of Washington,
National AssociationAddress: PO Box 3347
Portland Or 97208THIS DOCUMENT IS BEING RE-RECORDED TO
CORRECT NAME OF GRANTOR.

1. GRANT OF DEED OF TRUST. By signing below as Grantor, I irrevocably grant, bargain, sell and convey to Trustee, in trust, with power of sale, the following property, Tax Account Number 52728, located in Klamath County, State of Oregon, more particularly described as follows:

PARCEL 1: LOT 5, BLOCK 3, PLEASANT VIEW TRACTS, IN THE COUNTY OF
KLAMATH, STATE OF OREGON. PARCEL 2: LOT6, BLOCK 3, PLEASANT VIEW
TRACTS, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

or as described on Exhibit A, which is attached hereto and by this reference incorporated herein, and all buildings and other improvements and fixtures now or later located on the property (all referred to in this Deed of Trust as "the Property"). I also hereby assign to Lender any existing and future leases and rents from the property as additional security for the debt described below. I agree that I will be legally bound by all the terms stated in this Deed of Trust.

2. DEBT SECURED. This Deed of Trust secures the following:

- ☒ a. The payment of the principal, interest, credit report fees, late charges, attorneys' fees (including any on appeal or review), collection costs and any and all other amounts, owing under a note with an original principal amount of \$ 10,173.11, dated June 17, 1991, signed by Helen S Forner, aka Helen S. Mauer ("Borrower") and payable to Lender, on which the last payment is due July 10, 2006, as well as the following obligations, if any (collectively "Note"):

and any extensions and renewals of any length. The words "LINE OF CREDIT MORTGAGE" do not apply to this Deed of Trust if this paragraph 2.a. is checked, unless paragraph 2.b. is also checked.

- ☐ b. The payment of all amounts that are payable to Lender at any time under a _____ dated _____, and any amendments thereto ("Credit Agreement"), signed by _____ ("Borrower"). The Credit Agreement is for a revolving line of credit under which Borrower may obtain (in accordance with the terms of the Credit Agreement) one or more loans from Lender on one or more occasions. The maximum amount to be advanced and outstanding at any one time pursuant to the Credit Agreement is \$ _____.

The term of the Credit Agreement consists of an initial period of ten years during which advances can be obtained by Borrower, followed by a repayment period of indeterminate length during which Borrower must repay all amounts owing to Lender.

This Deed of Trust secures the performance of the Credit Agreement, the payment of all loans payable to Lender at any time under the Credit Agreement, the payment of all interest, credit report fees, late charges, membership fees, attorneys' fees (including any on appeal or review), collection costs and any and all other amounts that are payable to Lender at any time under the Credit Agreement, and any extensions and renewals of any length.

- ☒ c. This Deed of Trust also secures the payment of all other sums, with interest thereon, advanced under this Deed of Trust to protect the security of this Deed of Trust, and the performance of any covenants and agreements under this Deed of Trust. This Deed of Trust also secures the repayment of any future advances, with interest thereon, made to Borrower under this Deed of Trust.

The interest rate, payment terms and balance due under the Note or Credit Agreement or both, as applicable, may be indexed, adjusted, renewed or renegotiated in accordance with the terms of the Note and the Credit Agreement and any extensions and renewals of the Note or Credit Agreement or both, as applicable.

EXHIBIT "A"

22084

A tract of land situated in Lot 4, JUNCTION ACRES, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Southwesterly corner of Parcel 1 of Major Land Partition No. 36-89, on the Southerly line of said Lot 4, North 71 degrees 16' 48" West 484.74 feet from the Southeasterly corner of said Lot 4; thence following along the boundaries of Parcels 1 and 3 of said Land Partition No. 36-89; North 10 degrees 00' 00" East 347.80 feet, South 82 degrees 39' 00" East 112.57 feet and North 07 degrees 21' 00" East 301.05 feet to the North line of said Lot 4; thence South 89 degrees 54' 00" West 378.42 feet to the Northwest corner of said Lot 4; thence South 00 degrees 01' 00" East 569.20 feet to the Southwesterly corner of said Lot 4; thence South 71 degrees 16' 48" East 177.06 feet, more or less, to the point of beginning, with bearings based on Survey No. 4824, as filed in the office of the Klamath County Surveyor.

CODE 9 MAP 3910-7AO TL 500

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 22nd day
of Oct. A.D., 19 91 at 11:04 o'clock A.M. and duly recorded in Vol. M91
of Mortgages on Page 22082
Evelyn Biehn County Clerk
By Pauline Mullendore

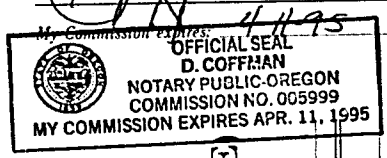
FEE \$18.00

- 17. **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 Note/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 to the loan, 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 Note/Agreement or invalidate any act done in furtherance of any notice.
- 18. **SALE OF PROPERTY:** If you sell the Property voluntarily without obtaining our consent, we may declare the unpaid balance of the Actual Amount of Loan 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 Rate of Charge payable under the Note/Agreement.
- 19. **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 deed of trust or mortgage. 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 our option, we may pay the scheduled monthly instalments on the loan secured by the prior deed of trust or mortgage and, up to the amount we 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 Rate of Charge until the amount so paid is paid in full.
- 20. **PREPAYMENT CHARGE:** If your loan is for a term of 84 months or more and you prepay it in full within 60 months of the Date of Loan by means other than refinancing with us, you will pay a Prepayment Charge. The Prepayment Charge is equal to 6 months' interest calculated on the Actual Amount of Loan at the Rate of Charge. If your loan has a term of 60 months, we will charge a Prepayment Charge in the same amount if you prepay the loan within the first 36 months. If your loan term is less than 60 months, you will not have to pay a Prepayment Charge.
- 21. **FUTURE OWNERS:** This Deed shall be binding upon you, your heirs, 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 PARTIAL RELEASE:** You shall pay all costs and expenses of obtaining and recording all releases from and of this Deed.
- 24. **CHANGES IN DEED:** 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 17TH, 19 91 in the presence of the persons identified below as "witnesses."

Witness [Signature] [Signature] (SEAL)
Witness [Signature] [Signature] (SEAL)

STATE OF OREGON, COUNTY OF LANE
On this 17TH day of OCTOBER, 19 91
before me, a Notary Public in and for said State, personally appeared KEITH E. MCCLUNG & BEVERLY J. MCCLUNG
known to me to be the person(s) whose name(s) IS subscribed to
the within instrument and acknowledged to me that he X executed the same.

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



DEED OF TRUST
(WITH POWER OF SALE)

Dated: _____, 19 _____
(Grantor) _____
TO
(Trustee) _____
and, BENEFICIAL OREGON INC. d/b/a
BENEFICIAL MORTGAGE CO.
(Beneficiary) _____
When recorded mail to: etc

REQUEST FOR FULL RECONVEYANCE

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