

36458

Vol. mq / Page 22193

RECORDATION REQUESTED BY:

First Interstate Bank of Oregon, N.A.
601 MAIN ST
P.O. Box 608
KLAMATH FALLS, OR 97601

WHEN RECORDED MAIL TO:

First Interstate Bank of Oregon, N.A.
601 MAIN ST
P.O. Box 608
KLAMATH FALLS, OR 97601

SEND TAX NOTICES TO:

WILLIAM C. CASTER and JOAN A. CASTER
2345 RADCLIFFE
KLAMATH FALLS, OR 97601

mtc 1396-2601 SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

LINE OF CREDIT MORTGAGE

LINE OF CREDIT MORTGAGE. (a) This Deed of Trust is a LINE OF CREDIT MORTGAGE. (b) The maximum amount to be advanced pursuant to the credit agreement is \$5,000.00. (c) The term of the credit agreement commences on the date of this Deed of Trust and ends on or after October 25, 1996.

THIS DEED OF TRUST IS DATED OCTOBER 21, 1991, among WILLIAM C. CASTER and JOAN A. CASTER, whose address is 2345 RADCLIFFE, KLAMATH FALLS, OR 97601 (referred to below as "Grantor"); First Interstate Bank of Oregon, N.A., whose address is 601 MAIN ST, P.O. Box 608, KLAMATH FALLS, OR 97601 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and MOUNTAIN TITLE COMPANY, whose address is 222 SO. SIXTH ST., KLAMATH FALLS, OR 97601 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to any Lease the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in KLAMATH County, State of Oregon (the "Real Property"):

LOT 14 BL 307 DARROW

The Real Property or its address is commonly known as 2345 RADCLIFFE, KLAMATH FALLS, OR . The Real Property tax identification number is R634095.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the Rents and the Personal Property defined below.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Oregon Uniform Commercial Code.

Credit Agreement. The words "Credit Agreement" mean the revolving credit agreement dated October 21, 1991, with a credit limit in the amount of \$5,000.00, between Grantor and Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Credit Agreement. The maturity date of this Deed of Trust is October 25, 1996. The rate of interest on the Credit Agreement is subject to indexing, adjustment, renewal, or renegotiation.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

Indebtedness. The word "indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, this Deed of Trust secures a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Deed of Trust secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Conveyance and Grant" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Pacesetter Corp. the 23rd day
of Oct. A.D. 19 91 at 2:20 o'clock P. M., and duly recorded in Vol. M91
of Mortgages on Page 22189.

FEE \$23.00

Evelyn Biehn • County Clerk
By Pauline G. Mendenhall

NOTICE: I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE CLERK'S OFFICE OF THE COUNTY OF KLAMATH, OREGON, ON THE 23RD DAY OF OCTOBER, 1991, AT 2:20 P.M., AND WAS DULY RECORDED IN VOLUME M91, PAGE 22189.

THE PACESETTER CORPORATION
PACESSETTER CORPORATION, INC.
CLERK OF THE COUNTY



SEISS

Addendum Number OneDate 9/25/91 **22191**

ADDENDUM TO SALES CONTRACT

Local Office Address:

18183 S.W. Boones Ferry rdCity Bellwood State ore Zip 97224Original Sales Contract Number 12141 : dated 9/25/91Buyer Mel - Margaret CarrAddress 3004 Caroline stCity Klamath Falls State ore Zip 97603

Buyer agrees to purchase the following described goods and services which are to be furnished as a part of the Contract referred to above, OR. Buyer requests that Seller make the following changes in such contract, previously executed by the parties hereto, subject to all the terms and conditions contained therein, except as otherwise stated herein:

Pacesetter Agrees to Deliver And Install
to Above Address As Follows.

1. AI's Soffit and Fascia System
to Home In the White Color.
2. Remove And replace All rotten wood
Necessary for proper Installation.
3. All Gutter Flashing required by Installers
decision.
4. All Labor materials are Included.
5. Site Preparation, and Site Clean up.
6. AI's 40 year non prorated transferable
Warranty.
7. Pacesetter's one year workmanship
Warranty.

120 Days Deferred payments to
Apply

LEGAL DESCRIPTION

Lot 1 in Block 4 of TRACT NO. 1036, SECOND ADDITION TO VALLEY VIEW,
according to the official plat thereof on file in the office of the

Special Instructions: County Clerk of Klamath County, Oregon.

NOTICE
TO
THE
BUYER

1. DO NOT SIGN THIS ADDENDUM BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES.
2. YOU ARE ENTITLED TO AN EXACT COPY OF THE ADDENDUM YOU SIGN, COMPLETELY SIGNED.
3. EACH OF THE UNDERSIGNED BUYER(S) ACKNOWLEDGES THAT SUCH BUYER RECEIVED AT THE TIME OF THE EXECUTION OF THIS ADDENDUM AN EXACT COPY HEREOF COMPLETELY FILLED IN.

THE PACESETTER CORPORATION
PACESETTER PRODUCTS, INC./P.P.I., INC.
PSTR-PPI, INC.

By Mike Johnson 9/25/91
Date

Signed X Mel Carr
BUYER

Signed O Margaret L Carr
CO-BUYER

Item 4
Date

Item 5
Date

ADDITIONAL TERMS

22190

PREPAYMENT AND ACCRUAL OF THE FINANCE CHARGE: Even though I do not have to pay more than the regular scheduled monthly payment, I have the right to prepay the whole amount owing to you in full at any time or in part from time to time. I understand that the finance charge (interest) is computed daily. The amounts shown on the reverse side for the Finance Charge, Total of Payments, and the Total Sale Price are estimates based on the assumption that you will receive each of the payments exactly on its due date. If I make an early payment, my finance charge will be less, if I pay late my finance charge will be higher. Any necessary adjustment to my total finance charge will be reflected in my final bill. I may voluntarily prepay the amount I owe you, in full or in part, at any time. If I make a partial prepayment, I must continue to make my regular payments until I have paid all amounts owed.

IMPORTANT NOTICE ABOUT WARRANTIES: (a) SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ON ALL GOODS AND SERVICES UNLESS SELLER FURNISHES BUYER WITH A SEPARATE WRITTEN LIMITED WARRANTY OR SERVICE CONTRACT MADE BY SELLER ON ITS OWN BEHALF. (b) I have read, in detail, the separate "LIMITED WARRANTY" which accompanies this contract. It explains the conditions and circumstances in which the manufactured products will be repaired or replaced. I take notice of the limitations on the warranty, and I particularly recognize that any implied warranty which applies to the goods lasts only as long as the warranty or service contract. (c) I have read, in detail, the separate "LIMITED INSTALLATION WARRANTY" which, if made, accompanies this contract. It explains the conditions and circumstances in which the installation of the siding, siding accessories, and gutters will be redone. I take notice of the limitations on the warranty, and I particularly recognize that any implied warranty which applies to the installation lasts only as long as the warranty or service contract.

LIMITED WARRANTY: My sole and exclusive remedy against you or your assignee shall be limited to my rights and remedies under the express 10 year LIMITED WARRANTY you extend to me at the time I sign this Contract. My exclusive rights and remedies under the warranty shall be in lieu of all other rights or remedies, at law or in equity, where permitted by applicable state law.

ALL MANUFACTURED WINDOW PRODUCTS ARE NOT GUARANTEED AGAINST CONDENSATION, MOISTURE FORMATION OR FROST. PRODUCTS ARE NOT GUARANTEED AGAINST CORROSION DUE TO ADVERSE CLIMATIC CONDITIONS.

BUYER, READ THE SEPARATE "10 YEAR LIMITED WARRANTY" WHICH IS A SEPARATE WRITTEN INSTRUMENT PERTAINING SOLELY TO MANUFACTURED PRODUCTS OF THE PACESETTER CORPORATION AND WHICH "LIMITED WARRANTY" HAS BEEN DELIVERED TO EACH RESPECTIVE BUYER IN CONNECTION WITH THIS SALE. PACESETTER'S 10 YEAR LIMITED WARRANTY AND THE FOREGOING PROVISIONS REGARDING CONDENSATION DO NOT APPLY TO SIDING.

Further, The Pacesetter Corporation makes NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE ENERGY SAVINGS I COULD OR MAY ACHIEVE BY USE OF THE PRODUCT(S). I understand that any energy savings I may achieve is dependent upon a number of factors, including, but not limited to, the type, quantity and quality of insulation in my home, the particular size and style of my home, the type of quality of construction of my home, my particular life style, the number of openings in my home, proper monitoring of thermostat settings, climatic conditions and location of my home, and even the type of energy consumed for heating and air conditioning purposes.

BUYER

CO-BUYER

SPECIAL-ORDER GOODS: I know that you have measured my house and its openings so that you can make the products to fit my particular house and that the goods probably will not fit any other houses, so I know that I cannot cancel this contract at any time after the period of time given to me by law in which to cancel. After that legal period of time, I know that I have the obligation to pay you in full the amount owed.

COMMENCEMENT OF THE FINANCE CHARGE: The finance charge (interest) is estimated to start within 30 days of the date of this contract, except in the event you complete the installation of the goods and services on another date, then the finance charge (interest) will begin to run on the date that I sign the Completion Certificate. The amount of finance charge (interest) may be more or less than the amount disclosed depending on the amounts I pay you and my timeliness in making payments.

OBLIGATIONS PERTAINING TO PROPERTY DAMAGE INSURANCE AND MY REAL ESTATE: If Property Damage Insurance is required I understand that the policy must have a beneficiary clause which says that you are to be paid if there is a loss. I authorize the insurance company to pay you directly for any loss and you can choose to use this insurance payment to either repay any amounts I owe you or to repair my house. I also understand that the insurance company must agree that it will not cancel my policy without first telling you. I have the option of providing Property Damage Insurance through an existing policy or through a policy independently obtained and paid for by me. If Property Damage Insurance is required and I do not obtain such insurance, you may obtain this insurance for me if you want (but you do not have to). If you do obtain such insurance for me I agree to pay you back on demand plus interest at the rate disclosed on the front side of this contract titled "Annual Percentage Rate".

DEFAULT: I will be in default under this contract if: 1. I don't make a payment when due; or 2. I break any promise I made to you in this contract; or 3. Something else happens which causes you to believe in good faith that I do not intend to pay you as promised; or 4. I default on any obligations for which I am using my home as collateral; or 5. Something happens to my house which threatens your rights, if any, in it.

IF I AM IN DEFAULT: I understand that you have the right to foreclose the mortgage I have given to you and have my house sold to repay any amounts I owe you if I am in default under this contract. Before my house is sold, you will do everything that the law requires. If you hire an attorney to assist you to sell my house, or to sue me, or, to protect your rights, I agree to pay you for your reasonable attorneys' fees and for other related expenses such as court costs, title searches and money you expended to protect my house, if you are allowed to collect such amounts by law.

COLLECTION COSTS: If I am in default of this contract and you demand full payment, I understand that you may send it to an attorney for collection and enforcement. If you do so, I agree to pay your reasonable attorneys' fees plus any court costs and expenses incurred by you, that is, if you are allowed to collect such amounts by law.

OTHER RIGHTS: You can choose not to enforce any of the rights under this contract as often as you want without losing them. Or, you can delay enforcing any of the rights without losing them. You can also use any rights now or in the future given to you by law.

DELAYS: I know that you will use your best efforts to install the products I am purchasing on my house, but I also understand that in some situations you may encounter delays that are caused by strikes, weather conditions, delays you have in obtaining materials, or for other reasons that are beyond your control. I understand that you will not be liable for such delays.

REQUEST FOR FULL PAYMENT: If I am in default under this contract, you can declare all that I owe under this contract payable at once. I agree to pay you interest on that amount at the disclosed annual percentage rate until the amount I owe you is paid. I also know that you can foreclose the mortgage I have given to you.

SALVAGE VALUE: I know that the windows, woodwork, siding, brick and other materials that have to be removed by you for this installation have NO salvage value. When you remove them, you can have them for whatever purpose you want.

INVALID PROVISIONS: If any provision of this contract violates the law or is otherwise unenforceable, the rest of the contract will still be valid. If any part of this contract requires payment of more interest than the law permits, then you will only have the right to collect from me the amount of interest which the law allows you to collect.

COMPLETENESS OF THIS CONTRACT: This contract constitutes the complete agreement between you and me and can only be changed if both you and I agree in writing.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

INSURANCE CANCELLATION: If I have requested insurance in this purchase, I may cancel such request for insurance for any reason within fifteen (15) days from the date of this contract by notifying you or the holder of this contract in writing. I know that the cancellation of my coverage will be arranged with the insurance carrier(s) and a full refund of my premium(s) together with applicable finance charge will be credited to this contract.

PLEASE NOTE: If I have requested insurance in this purchase, I will receive within thirty (30) days a certificate of insurance more fully describing the insurance coverage. I know that if there is any conflict in the coverage or the language of the certificate of insurance and the following Notice of Proposed Insurance that I am covered only to the extent stated in the following Notice of Proposed Insurance. I also know that I have insurance coverage only if I have been charged for it.

NOTICE OF PROPOSED INSURANCE

I take notice that either Credit Life or Credit Accident and Health Insurance, or both, will be applicable to this Retail Installment Sales Contract and Mortgage on the reverse side only if I have chosen it by signing the request for such insurance. This insurance will only cover the person signing the request at the cost for each type of insurance shown. Subject to acceptance by the insurance company, the insurance will be effective as of today and will continue only for the number of months after the effective date equal to the number of monthly payments. I understand that this particular insurance may not provide coverage for my last few payments, and that during that period of time I will not have any insurance coverage. All benefits and proceeds of the insurance will be paid to you or to a financial institution if it purchases the Retail Installment Sales Contract and Mortgage to the extent of its interests and any balance will be payable to me. The initial amount of Credit Life Insurance is the amount required to repay the Total of Payments; thereafter, the insurance decreases by the amount of each monthly payment on a scheduled 30 day basis. If I am jointly obligated on the Retail Installment Sales Contract and Mortgage with a Co-Buyer, and we have both signed the request for Credit Life Insurance, death benefits will be payable only with respect to the first one of us to die. Subject to exclusions, eliminations or waiting period stated in the insurance policy or certificate, Credit Accident and Health Insurance is for the benefit amount of 1/30th of each month's payment for each day that I am totally disabled due to an injury or sickness while I owe any payment to you; however, I understand that I have to be prevented from working due to such total disability for more than fourteen (14) consecutive days before the insurance benefit is paid back to the first day of my total disability. I also know that I cannot obtain any insurance from you if I am over 65 years of age today, and I also know that the insurance coverage provided to me may contain a maximum amount of coverage which will not pay in some cases, the entire amount that I owe you. Due to the maximum amount of coverage stated in the insurance policy, I know that any unpaid amount in excess of the insurance coverage will still have to be paid by me. If the Retail Installment Sales Contract and Mortgage is prepaid in full prior to the last payment date, any unearned insurance premiums will be refunded to me in the manner prescribed by law. Within thirty (30) days, I will receive the certificate of insurance more fully describing my insurance coverage. If the insurance is not accepted by the insurance company, I will receive a refund of the insurance premiums I have paid.