

NYC 1396-2670

OK 37107

DEED CREATING ESTATE BY THE ENTIRETY

Vol. m9/ Page 23437

KNOW ALL MEN BY THESE PRESENTS, That LAWRENCE HOSINO

(hereinafter called the grantor), the spouse of the grantee hereinafter named, for the consideration hereinafter stated, has bargained and sold and by these presents does grant, bargain, sell and convey unto ANTONIA HOSINO (herein called the grantee), an undivided one-half of the following described real property situate in Klamath County, Oregon, to-wit:

Lots 1, 2, 3 and 4 in Block 24 of INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

MOUNTAIN TITLE COMPANY, has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD said undivided one-half of said real property unto the said grantee forever.

The above named grantor retains a like undivided one-half of said real property and it is the intent and purpose of this instrument to create and there hereby is created an estate by the entirety between husband and wife as to said real property.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$1.00

Ⓢ However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). Ⓢ (The sentence between the symbols Ⓢ, if not applicable, should be deleted. See ORS 93.030.)

WITNESS grantor's hand this 4th day of NOVEMBER, 1991.

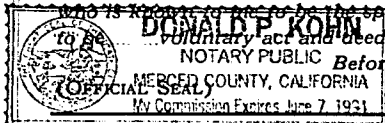
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

X Lawrence Hosino  
LAWRENCE HOSINO

STATE OF OREGON, County of MERCED ) ss. NOVEMBER 4, 1991

Personally appeared the above named LAWRENCE HOSINO

who is known to me to be the spouse of the grantee in the above deed and acknowledged the foregoing instrument



Before me: Donald P. Kohn  
Notary Public for Oregon My commission expires: JUNE 7, 1991

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

After recording return to:

LAWRENCE HOSINO  
P. O. Box 1479  
Winton, CA 95388

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

NO Change

NAME, ADDRESS, ZIP

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instrument was received for record on the 7th day of NOVEMBER, 1991, at 3:06 o'clock P.M., and recorded in book/reel/volume No. M91 on page 23437 or as fee/file/instrument/microfilm/reception No. 37107, Record of Deeds of said county.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME TITLE

By Deborah M. Miller Deputy

Fee - \$28.00

EXHIBIT A  
LEGAL DESCRIPTION  
(continued)

23436

thence South 293.25 feet; thence North 70 degrees 49' 32" East 102.63 feet to a point on the arc of a 50-foot radius curve; thence Southeasterly along the arc of said curve (central angle = 102 degrees 21' 44") 90.25 feet; thence South 31 degrees 36' 12" East 104.55 feet; thence South 65 degrees 48' 00" West 10.00 feet; thence South 24 degrees 12' 00" East 180.00 feet; thence South 65 degrees 48' 00" West 91.43 feet to the beginning of a curve; thence along the arc of said curve to the left (central angle = 42 degrees 41' 30" and radius = 135.77 feet) 101.16 feet; thence South 23 degrees 06' 30" West 74.72 feet; thence along the arc of a curve to the right (central angle = 113 degrees 45' 00" and radius = 100 feet) 193.53 feet; thence North 43 degrees 08' 30" West 265.00 feet to the true point of beginning of this description; thence continuing North 43 degrees 08' 30" West 74.64 feet; thence North 65 degrees 09' 30" West 116.01 feet; thence North 00 degrees 16' 00" West 25.21 feet; thence North 89 degrees 47' 40" East 102.35 feet; thence along the arc of a curve to the right (central angle = 30 degrees 30' 05" and radius = 220.00 feet) 117.12 feet; thence South 30 degrees 17' 45" West 114.36 feet to the true point of beginning of this description.

(end of legal description)

x *Mary Elizabeth Fitzpatrick*  
Mary Elizabeth Fitzpatrick

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 7th day  
of Nov. A.D., 19 91 at 3:06 o'clock P. M., and duly recorded in Vol. M91,  
of Mortgages on Page 23432.

FEE \$28.00

Evelyn Biehn - County Clerk

By Pauline Mulendore

EXHIBIT A  
LEGAL DESCRIPTION

23435

A tract of land situated in the SW1/4 NW1/4, Section 18, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a 5/8 inch iron pin on the East right of way line of State Highway No. 39 (Klamath Falls-Merrill Highway), said point being located South a distance of 1326.66 feet and East a distance of 29.61 feet from the bolt purportedly marking the Southwest corner of Section 7, Township 39 South, Range 10 East of the Willamette Meridian, as set and shown by record of Survey No. 1018 filed in the office of the Klamath County Surveyor, said beginning point also being North a distance of 3989.91 feet and East a distance of 9.80 feet from the iron pin marking the Southwest corner of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, thence North 89 degrees 47' 40" East along the Westerly extension of an old existing fence line and along said fence line 1001.20 feet, thence South 293.25 feet, thence North 70 degrees 49' 32" East 102.63 feet to a point on the arc of a 50-foot radius curve, thence Southeasterly along the arc of said curve (central angle - 102 degrees 21' 44") 90.25 feet, thence South 31 degrees 36' 12" East 104.55 feet, thence South 65 degrees 48' 00" West 10.00 feet, thence South 24 degrees 12' 00" East 180.00 feet, thence South 65 degrees 48' 00" West 91.43 feet to the beginning of a curve, thence along the arc of said curve to the left (central angle - 42 degrees 41' 30" and radius - 135.77 feet) 101.16 feet, thence South 23 degrees 06' 30" West 74.72 feet, thence along the arc of a curve to the right (central angle - 113 degrees 45' 00" and radius - 100 feet) 198.53 feet, thence North 43 degrees 08' 30" West 185.00 feet to the true point of beginning of this description, thence North 46 degrees 51' 30" East 118.75 feet, thence North 43 degrees 08' 30" West 49.88 feet, thence on the arc of a curve to the left (central angle - 16 degrees 33' 45" and radius - 220 feet) 63.60 feet, thence South 30 degrees 17' 45" West 114.36 feet, thence South 43 degrees 08' 30" East 80.00 feet to the true point of beginning of this description.

A tract of land situated in the SW1/4 NW1/4, Section 18, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a 5/8 inch iron pin on the East right of way line of State Highway No. 39 (Klamath Falls-Merrill Highway), said point being located South a distance of 1326.66 feet and East a distance of 29.61 feet from the bolt purportedly marking the Southwest corner of Section 7, Township 39 South, Range 10 East of the Willamette Meridian, as set and shown by record of Survey No. 1018 filed in the office of the Klamath County Surveyor, said beginning point also being North a distance of 3989.91 feet and East a distance of 9.80 feet from the iron pin marking the Southwest corner of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, thence North 89 degrees 47' 40" East along the Westerly extension of an old existing fence line and along said fence line 1001.20 feet,



DEED OF TRUST  
LINE OF CREDIT MORTGAGE

23434

8.6 All of my representations, warranties, covenants and agreements contained in this Deed of Trust regarding any hazardous substance, including but not limited to my agreement to accept conveyance of the Property from you and to resume ownership, shall survive foreclosure of this Deed of Trust or acceptance by you of a deed in lieu of foreclosure.

8.7 For purposes of this Deed of Trust, the term "hazardous substance" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material or hazardous, toxic or radioactive substance (or designated by any other similar term) by any applicable federal, state or local statute, regulation or ordinance now in effect or in effect at any time during either the term of this Deed of Trust or the period of time I remain in possession, custody, or control of the Property following either foreclosure of this Deed of Trust or acceptance by you of a deed in lieu of foreclosure.

9. SATISFACTION OF DEED OF TRUST. When the Note or Credit Agreement or both, as applicable, are completely paid off and the Credit Agreement, as applicable, is cancelled and terminated as to any future loans, I understand that you will request Trustee to reconvey, without warranty, the property to the person legally entitled thereto. I will pay Trustee a reasonable fee for preparation and execution of the reconveyance instrument and I will record the reconveyance at my expense.

10. CHANGE OF ADDRESS. I will give you my new address in writing whenever I move. You may give me any notices by regular mail at the last address I have given you.

11. OREGON LAW APPLIES. This Deed of Trust will be governed by Oregon law. Even though the words "LINE OF CREDIT MORTGAGE" appear on this Deed of Trust, this instrument is a Deed of Trust and is subject to Oregon law respecting Deeds of Trust.

12. NAMES OF PARTIES. In this Deed of Trust "I", "me" and "my" mean Grantor(s), and "you" and "your" mean Beneficiary/Lender.

I agree to all the terms of this Deed of Trust.

Mary Elizabeth Fitzpatrick 11-5-91  
Grantor Date

Michael N. Fitzpatrick 5/16/91  
Grantor Date

\_\_\_\_\_  
Grantor Date

INDIVIDUAL ACKNOWLEDGMENT

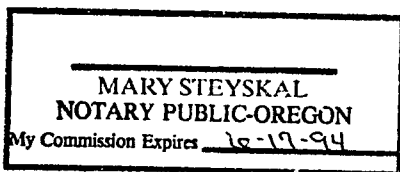
STATE OF OREGON )

County of Klamath )

) ss.

Date November 5, 1991

Personally appeared the above named Mary Elizabeth Fitzpatrick & Michael N. Fitzpatrick  
and acknowledged the foregoing Deed of Trust to be \_\_\_\_\_ voluntary act.



Before me:

Mary Steyskal  
Notary Public for Oregon

My commission expires: 12-17-94

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the Note or Credit Agreement or both, as applicable, secured by this Deed of Trust. The entire obligation evidenced by the Note or Credit Agreement or both, as applicable, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel the Note or Credit Agreement or both, as applicable, and this Deed of Trust, which are delivered herewith, and to reconvey, without warranty, all the estate now held by you under the Deed of Trust to the person or persons legally entitled thereto.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

After recording, return to:

THIS SPACE FOR RECORDER USE

US Bank  
PO Box 1107-L  
Medford OR 97501

23433

3. INSURANCE, LIENS, AND UPKEEP.

3.1 I will keep the property insured by companies acceptable to you with fire and theft insurance, flood insurance if the property is located in any area which is, or hereafter will be designated as a special flood hazard area, and extended coverage insurance, if any, as follows:

FARMERS INSURANCE CO

The policy amount will be enough to pay the entire amount owing on the debt secured by this Deed of Trust or the insurable value of the Property, whichever is less, despite any "co-insurance" or similar provision in the policy. The insurance policies will have your standard loss payable endorsement. No one but you has a mortgage or lien on the property, except the following "Permitted Lien(s)":

MTG DTD 2/1980 W/ODVA FOR

\$50,000.00

3.2 I will pay taxes and any debts that might become a lien on the Property, and will keep it free of trust deeds, mortgages and liens, other than yours and the Permitted Liens just described.

3.3 I will also keep the Property in good condition and repair and will prevent the removal of any of the improvements.

3.4 If I do not do any of these things, you may do them and add the cost to the Note or Credit Agreement as applicable. I will pay the cost of your doing these whenever you ask, with interest at the fixed or floating rate charged under the Note or Credit Agreement, whichever is higher. Even if you do these things, my failure to do them will be a default under Section 6, and you may still use other rights you have for the default.

4. DUE ON SALE. I agree that you may, at your option, declare due and payable all sums secured by this Deed of Trust if all or any part of the property, or an interest in the Property, is sold or transferred. If you exercise the option to accelerate, I know that you may use any default remedies permitted under this Deed of Trust and applicable law. I know that you may exercise your rights under this due on sale provision each time all or any part of the Property, or an interest in the Property, is sold or transferred, whether or not you exercised your rights on any previous sales or transfers.

5. PROTECTING YOUR INTEREST. I will do anything that may now or later be necessary to perfect and preserve this Deed of Trust and I will pay all recording fees and other fees and costs involved.

6. DEFAULT. It will be a default:

6.1 If you do not receive any payment on the debt secured by this Deed of Trust when it is due;

6.2 If I commit fraud or make any material misrepresentation in connection with my loan application, the Note or Credit Agreement, this Deed of Trust, or any aspect of my line of credit. For example, it will be a default if I give you a false financial statement, or if I do not tell you the truth about my financial situation, about the property that is subject to this Deed of Trust, or about my use of the money I obtained from you through the Note or line of credit;

6.3 If any action or inaction by me adversely affects your security for the Note or Credit Agreement, including, but not limited to, the following:

- If all or any part of the Property, or an interest in the Property, is sold or transferred;
- If I fail to maintain required insurance on the Property;
- If I commit waste on the Property or otherwise destructively use or fail to maintain the Property;
- If I die;
- If I fail to pay taxes or any debts that might become a lien on the Property;
- If I do not keep the Property free of deeds of trust, mortgages and liens, other than this Deed of Trust and other Permitted Liens I have already told you about;
- If I become insolvent or bankrupt;
- If any person forecloses or declares a forfeiture on the Property under any land sale contract, or forecloses any Permitted Lien or other lien on the Property; or
- If I fail to keep any agreement or breach the warranties, representations or covenants I am making to you in this Deed of Trust about hazardous substances on the Property.

7. YOUR RIGHTS AFTER DEFAULT. After a default, you will have the following rights and may use any one, or any combination of them, at any time.

7.1 You may declare the entire secured debt immediately due and payable all at once without notice.

7.2 Subject to any limitations imposed by applicable law, either before or after a sale of the Property under a judicial foreclosure, or before a sale of the Property by advertisement and sale, you may sue for and recover from Borrower all amounts remaining under the Credit Agreement, under the Note, and under this Deed of Trust.

7.3 You may foreclose this Deed of Trust under applicable law either judicially by suit in equity or nonjudicially by advertisement and sale.

7.4 You may have any rents from the Property collected and pay the amount received, over and above costs of collection and other lawful expenses, on the debt secured by this Deed of Trust.

7.5 I will be liable for all reasonable collection costs you incur, to the full extent allowed by law. If you foreclose this Deed of Trust either judicially by suit in equity or nonjudicially by advertisement and sale, I will also be liable for your reasonable attorney fees including any on appeal or review.

7.6 You may use any other rights you have under the law, this Deed of Trust, or other agreements, including but not limited to any Note or Credit Agreement.

8. HAZARDOUS SUBSTANCES.

8.1 Except as previously disclosed to you in writing, I represent and warrant to you that no hazardous substance is stored, located, used or produced on the property, and that to the best of my knowledge, after due and diligent inquiry, no hazardous substance is stored, located, used or produced on any adjacent property, nor has any hazardous substance been stored, located, used, produced, or released on the property or any adjacent property prior to my ownership, possession or control of the property.

8.2 I will not cause or permit any activity on the Property that directly or indirectly could result in the release of any hazardous substance onto or under the Property or any other property. I agree to provide written notice to you immediately when I become aware that the Property or any adjacent property is being or has been subjected to a release of any hazardous substance.

8.3 You and your representatives may enter the property at any time for the purpose of conducting an environmental audit, committing only such injury to the property as may be necessary to conduct the audit. You shall not be required to remedy any such injury or compensate me therefor. I shall cooperate in all respects in the performance of the audit. I shall pay the costs of the audit if either a default exists under this Deed of Trust at the time you arrange to have the audit performed or if the audit reveals a default pertaining to hazardous substances. If I refuse to permit you or your representatives to conduct an environmental audit on the property, you may specifically enforce performance of this provision.

8.4 I will indemnify and hold you harmless from and against any and all claims, demands, liabilities, lawsuits and other proceedings, damages, losses, liens, penalties, fines, clean-up and other costs, expenses, and attorney fees (including any on appeal or review) arising directly or indirectly from or out of, or in any way connected with (i) the breach of any representation, warranty, covenant, or agreement concerning hazardous substances contained in this Deed of Trust or in any other document executed by me in connection with the debt secured by this Deed of Trust; (ii) any release onto or under the Property or other property of any hazardous substance that occurs as a direct or indirect result of acts or omissions by me or my agents or independent contractors; and (iii) any release onto or under the property of any hazardous substance that occurs during my ownership, possession, or control of the Property.

8.5 If you shall at any time, through the exercise of any of your remedies under this Deed of Trust, or by taking a deed in lieu of foreclosure, hold title to or own the Property in your own right, you may, at your option, convey the Property to me. I covenant and agree that I shall accept delivery of any instrument of conveyance and resume ownership of the Property in the event you exercise your option hereunder to convey the Property to me. You, at your sole discretion, shall have the right to record any instrument conveying the property to me and such recordation shall be deemed acceptance by me of the instrument and the conveyance.