DEED OF TRUST LINE OF CREDIT MORTGAGE

Vol.magPage 6909

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			Date:	
	Michael W Sav		2028 Park Ave	
rantor(s):-	Linda L Savel	and see the second	_ Address:	<u> </u>
	Michael W Sa	veland	Klamath Falls OR 97601	
	Linda L Save		2028 Park Ave	
korrower(s):-	· · · · · · · · · · · · · · · · · · ·		Klamath Falls OR 97601	-
	<u>United</u>	States National	131 East Main Street	
3eneficiary/("Lender"); Bank of	f Oregon	_ Address:—————	
* 2 *:	U.S. Bank of W	Caraca Carac	Medford OR 97501	
	National Assoc	iation	PO Box 3347	1.544
rustee:	133 -	La de la compania de	Portland Or 97208	
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ollowing pro	operty, Tax Account Num ularly described as follow	igning below as Grantor, I irrevocal aber 39485 R174337 ws: DESCRIPTION	oly grant, bargain, sell and convey to Trustee, in trust, wi _, located inK.l.amathCou	th power of sale, nty, State of Gre
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a. The	e payment of the princip and all other amo	oal, interest, credit report fees, lat unts, owing under a note wit	e charges, attorneys! fees (including any on appeal or rev h an original principal amount of \$, o
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DEED OF TRUST

ADES 6910

3 INSURANCE, LIENS, AND UPKEEP.

3.11 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:

ALLSTATE

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)":

TD TO KLAMATH FIRST FED

S&L DTD 4-16-86, \$65,000.

- 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:
 - a. If all or any part of the Property, or an interest in the Property, is sold or transferred;
 - b. If I fail to maintain required insurance on the Property:
 - c. If I commit waste on the Property or otherwise destructively use or fall to maintain the Property;
 - d. If I die;
 - e. If I fall to pay taxes or any debts that might become a lien on the Property;
 - f. 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;
 - g. If I become insolvent or bankrupt;
 - h. 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
 - i. 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 metherefor. 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 remedles 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.



DEED OF TRUST LINE OF CREDIT MORTGAGE

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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

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.

applicable federal, state or local statute, reg effect or in effect at any time during eithe Trust or the period of time I remain In poss of the Property following either foreclosur acceptance by you of a deed in lieu of forecles. SATISFACTION OF DEED OF TRUST. Agreement or both, as applicable, are complet Agreement, as applicable, is cancelled and to loans, I understand that you will request Trustee a reasonable fee for preparation reconveyance instrument and I will record expense.	or the term of this Deed of session, custody, or control e of this Deed of Trust or osure. When the Note or Credit tely paid off and the Credit arminated as to any future ustee to reconvey, without entitled thereto. I will pay n and execution of the	Grantor	terms of this Deed of This t.	Date
	INDIVIDUAL ACK	NOWLEDGMEN	T. (1)	
STATE OF OREGON)			
14.) ss.		41,192	
County of Slamath)		Date	
Personally appeared the above named and acknowledged the foregoing Deed of Trust OFFICIAL SEAL ANNETTE THURBER NOTARY PUBLIC-OREGON COMMISSION NO. A229148 MY COMMISSION EXPIRES MAY 2, 198		Before me	d Sunda of Sau : Ute Shurfur Dic for Oregon assion expires: 5/2/94	
	REQUEST FOR R	ECONVEYANCE	. 1 ¹ 1 ■ 2	
TO TRUSTEE: The undersigned is the holder of the Note or the Note or Credit Agreement or both, as apphereby directed to cancel the Note or Credit without warranty, all the estate now held by	dicable, together with all other t Agreement or both, as applic	er indebtedness se cable, and this Dec	cured by this Deed of Trust, have t ed of Trust, which are delivered he	been paid in full. You are
Date:		Signature:		
After recording, return to:		THIS SPACE FO	OR RECORDER USE	

LEGAL DESCRIPTION

Lots 3 and 4 in Block 19, Mountain View 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.

excepting Therefrom that portion in Lot 4, more particularly described as follows: Beginning at the Southwest corner of said Lot 4; thence North 00°05'28" West 118.04 feet to the Northwest corner of said Lot 4; thence North 89°50'02" East along the North line of said Lot 4, 1.00 feet; thence South 00°23'40" West 118.05 feet to the point of beginning, containing 59 square feet and with bearings based on record of survey map no. 2290.

Michael W. Saveland

Anda S. Saueland

RETURN:
US NATIONAL BANK
PO BOX 1107-L
MEDFORD, OR 97501

STATE OF OREGON, County of Klamath ss.

Filed for record at request of:

K1ar	math County Title Co.
on this 1st	day of April A.D., 19 92 o'clock P.M. and duly recorded of Mortgages Page 6909
Evelyn Biel	hn County Clerk Audente Muslendere
Fee, \$25.00	Deputy.