ASPEN #04039197

WHEN RECORDED MAIL TO

KLAMATH PUBLIC EMPLOYEES FEDERAL CREDIT UNION 3737 SHASTA WAY KLAMATH FALLS, OR 97603

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

| DATED: December 7, 1992 BETWEEN: Charles R. Pedersen and Debbie L. Pedersen ("Trustor," hereinafter "Grantor,") |
|---|
| WHOSE ADDRESS IS 118 Van Ness Avenue, Klamath Falls, OR 97601 |
| AND: Klamath Public Employees Federal Credit Union , Beneficiary ("Credit Union," WHOSE ADDRESS IS 3737 Shasta Way, Klamath Falls, OR 97603 |
| AND: Aspen Title & Escrow, Inc ("Trustee," Grantor conveys to Trustee for benefit of Credit Union as beneficiary, all of Grantor's right, title, and interest in and to the following described real property (the "Real Property"), together with all existing or subsequently erected or affixed improvements or fixtures. |

Lots 2 and 3, Block 4, NORTH KLAMATH FALLS ADDITION, in the County of Klamath, State of Oregon. LESS portion deeded to Oregon State Highway Commission.

Grantor presently assigns to Credit Union (also known as Beneficiary) all of Grantor's right, title, and interest in and to all rents, revenues, income, issues, and profits (the "Income") from the Real Property described above.

Grantor grants Credit Union a Uniform Commercial Code security interest in the Income and in all equipment, fixtures, furnishings, and other articles of personal property owned by Grantor, now or subsequently attached or affixed to the Real Property described above, together with all accessions, parts, or additions to, all replacements of and all substitutions for any of such property, and together with all proceeds (including insurance proceeds and refund of premium) from any sale or other disposition (the "Personal Property"). The Real Property and the Personal Property are collectively referred to as the "Property." (Check if Applies)

There is a mobile home on the Real Property, which is covered by this security instrument, and which is and shall remain:
(Please check - which is applicable)

Personal Property
Real Property

Grantor has borrowed from Credit Union, has guaranteed to Credit Union, or otherwise has agreed to provide the Property as collateral for a debt to Credit Union in the principal amount of \$ 43.875.00. This amount is repayable with interest in accordance with the terms of a

debt to Credit Union in the principal amount of \$\frac{43,875.00}{2.75.00}\$. This amount is repayable with interest in accordance with the terms of a promissory note or other credit agreement given to evidence the debt, dated \$\frac{12-07-92}{1.70.00}\$, due not later than ten (10) years from the date executed unless otherwise indicated.

The term "Indebtedness" as used in this Deed of Trust, shall mean the debt to Credit Union described above, including interest thereon as described in the note or credit agreement, plus (a) any amounts expended or advanced by Credit Union to discharge Grantor's obligations hereunder, and (b) any expenses incurred by Credit Union or Trustee to enforce Grantor's obligations hereunder, with interest thereon at the Note rate.

The promissory note or other credit agreement describing the repayment terms of the Indebtedness, and any notes, agreements, or documents given to renew, extend, or substitute for the promissory note or credit agreement originally issued is referred to as "the Note." The rate of interest on the Note may be subject to indexing, adjustment, renewal, or renegotiation.

The term "Borrower" is used in the Deed of Trust for the convenience of the parties, and use of that term shall not affect the liability of any such Borrower on the Note or create any legal or equitable interest in the Property in Borrower by reason of this Deed of Trust. Any Borrower who cosigns this Deed of Trust, but does not execute the Note: (a) is cosigning this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust; (b) is not personally liable under the Note except as otherwise provided by law or contract; and (c) agrees that Credit Union and any other Borrower hereunder may agree to extend, modify, forebear, release any collateral, or make any other accommodations or amendments with regard to the terms of this Deed of Trust or the Note, without notice to that Borrower, without that Borrower's interest in the Propert

This Deed of Trust secures a note under which the final payment of principal and interest will be due on or before 12-15-

Indebtedness includes all loans of Beneficiary to Grantor, whether now existing or made later. This includes future loans in addition to the Note principal, up to a limit of \$\frac{NA}{NA}\. However, no loan that would require providing a right of rescission being given to Grantor shall be secured by this Deed of Trust unless a right of rescission is in fact given to Grantor.

This Deed of Trust including the assignment of income and the security interest is given to secure payment of the Indebtedness and performance of all Grantor's obligations under this Deed of Trust and the Note and is given and accepted under the following terms:

- 1. Payment and Performance. Grantor shall pay to Credit Union all amounts secured by this Deed of Trust as they become due, and shall strictly perform all of Grantor's obligations.
 - 2. Possession and Maintenance of the Property.
- 2.1 Possession, Until in default. Grantor may remain in possession and control of and operate and manage the Property and collect the Income from the Property.
- 2.2 Duty to Maintain. Grantor shall maintain the Property in first class condition and promptly perform all repairs and maintenance necessary to preserve its value.
- 2.3 Nuisance, Waste. Grantor shall neither conduct or permit any nuisance nor commit or suffer any strip or waste on or to the Property or any portion thereof including without limitation removal or alienation by Grantor of the right to remove any timber, minerals (including oil and any portion thereof including w gas), or gravel or rock products.
- 2.4 Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Credit Union. Credit Union shall consent if Grantor makes arrangements satisfactory to Credit Union to replace any improvement which Grantor proposes to remove with one of at least equal value. "Improvements" shall include all existing and future buildings, structures, and parking facilities.
- 2.5 Credit Union Right to Enter. Credit Union, its agents and representatives, may enter upon the Property at all reasonable times to attend to Credit Union's interest and to inspect the Property.

2.6 Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Credit Union in writing prior to doing so and Credit Union's interest in the Property is not jeopardized. Credit Union may require Grantor to post adequate security (reasonably satisfactory to Credit Union) to protect Credit Union's interest. 2.7 Duty of Protect. Grantor shall do all other acts, in addition to those set forth in this section, that from the character and use of the Property are reasonably necessary to protect and preserve the security. 2.8 Construction Loan. If some or all of the proceeds of the loan creating the Indebtedness are to be used to construct or complete construction of any Improvement on the Property, the Improvement shall be completed within six months from the date of this Deed of Trust and Grantor shall pay in full all costs and expenses in connection with the work. 3.1 Payment. Grantor shall pay when due before they become delinquent all taxes and assessments levied against or on account of the Property. Grantor shall maintain Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property for the lien of taxes and the Property free of any liens having priority over or equal to the interest of Credit Union under this Deed of Trust, except for the lien of taxes and the Property free of any liens having priority over or equal to the interest of Credit Union under this Deed of Trust, except for the lien of taxes and assessments not due, except for the prior indebtedness referred to in Section 17, and except as otherwise provided in Subsection 3.2. assessments not due, except for the prior indebtedness referred to in Section 17, and except as otherwise provided in Subsection 3.2.

3.2 Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Credit Union's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within 15 days after Grantor has notice of the filing, secure the discharge of the lien or days after the lien arises or, if a lien is filed, within 15 days after Grantor has notice of the filing, secure the discharge of the lien or days after Grantor has notice of the filing, secure the discharge of the lien arises or, if a lien is filed, within 15 days after Grantor has notice of the filing, secure the discharge of the lien or days after Grantor has notice of the filing, secure the lien arises or, if a lien is filed, within 15 days after Grantor has notice of the filing, secure the discharge of the lien or days after Grantor has notice of the filing, secure the discharge of the lien or days after Grantor has notice of the filing, secure the discharge of the lien or days after Grantor has notice of the filing, secure the discharge of the lien or days after Grantor has notice of the filing as a result of a lien is filed, within 15 days after Grantor has notice of the filing secure the discharge of the lien or days after Grantor has notice of the filing secure the discharge of the lien or days after Grantor has notice of the filing secure the discharge of the lien or days after Grantor has notice of the filing secure the lien of the lien o 3.3 Evidence of Payment. Grantor shall upon demand furnish to Credit Union evidence of payment of the taxes or assessments and shall be appropriate county official to deliver to Credit Union at any time a written statement of the taxes and assessments against the Property. 3.4 Notice of Construction. Grantor shall notify Credit Union at least 15 days before any work is commenced, any services are furnished, and the cost of any materials are supplied to the Property if a construction lien could be asserted on account of the work, services, or materials, and the cost of any materials are supplied to the Property if a construction lien could be asserted on account of the work, services, or materials, and the cost of any materials are supplied to the Property if a construction lien could be asserted on account of the work, services, or materials, and the cost of any materials are supplied to the Property if a construction lien could be asserted on account of the work, services, or materials, and the cost of any materials are supplied to the Property if a construction lien could be asserted on account of the work, services, or materials, and the cost of any materials are supplied to the Property if a construction lien could be asserted on account of the work, services, or materials, and the cost of any materials are supplied to the Property if a construction lien could be asserted on account of the work, services, or materials, and the cost of any materials are supplied to the Property if a construction lien could be asserted on account of the work, services, or materials, and the cost of account of the work, services, or materials, and the cost of account of the work, services, or materials, and the cost of account of the work, services, or materials, and the cost of account of the work, services, or materials, and the cost of account of the work, services, or materials, and the cost of account of the work, services, or materials, and the cost of account of the work, services, or materials, and the cost of account of the work, services, or materials, and the cost of account of the work, services, or materials, and the cost of account of the work, services, or materials, and the cost of the work, services, and the cost of the work, services, and the cost of the work, services, and the request furnish to Credit Union advance assurances satisfactory to Credit Union that Grantor can and will pay the cost of such Improvements.

3.5 Tax Reserves. Subject to any limitations set by applicable law, Credit Union may require Borrower to maintain with Credit Union reserves for payment of taxes and assessments, which reserves shall be created by advance payment or monthly payments of a sum estimated by reserves for payment of taxes and assessments, which reserves shall be created by advance payment or monthly payments to be paid. If 15 days credit Union to be sufficient to produce, at least 15 days before due, amounts at least equal to the taxes and assessments of the reserve funds shall provided by the sum of the taxes and selected that the produce, at least 15 days before any deficiency to Credit Union. The reserve funds shall before payment is due the reserve funds are insufficient, Borrower shall upon demand pay any deficiency to Credit Union to Borrower, which be held by Credit Union as a general deposit from Borrower and shall constitute a noninterest bearing debt from Credit Union does not be held by Credit Union as a general deposit from Borrower and shall constitute a noninterest bearing debt from Credit Union does not be held by Credit Union as a general deposit from Borrower and shall constitute a noninterest bearing debt from Credit Union does not be held by Credit Union as a general deposit from Borrower and shall constitute a noninterest bearing debt from Credit Union does not be held by Credit Union as a general deposit from Borrower and shall constitute a noninterest bearing debt from Credit Union does not be paid by Borrower as they become due. Credit Union does not held the reserve funds in trust for Borrower, and Credit Union is not the agent of Borrower for payment of the taxes and assessments required to be paid by Borrower. 4. Froperty Damage insurance.

4.1 Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard all risk extended coverage endorsements on a replacement basis for the full insurable value basis covering all Improvements on the Real Property in an amount sufficient to endorsements on a replacement basis for the full insurable value basis covering all Improvements on Credit Union. Policies shall be written by such avoid application of any coinsurance clause, and with a mortgagee's loss payable clause in favor of Credit Union. Grantor shall deliver to Credit Union certificates of insurance companies and in such form as may be reasonably acceptable to Credit Union. Grantor shall deliver to Credit Union of 10 days' written coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of 10 days' written notice to Credit Union. notice to Credit Union.

4.2 Application of Proceeds. Grantor shall promptly notify Credit Union of any loss or damage to the Property. Credit Union may make proof of loss if Grantor fails to do so within 15 days of the casualty. Credit Union may, at its election, apply the proceeds to the reduction of the Indebtedness or the restoration and repair of the Property. If Credit Union elects to apply the proceeds to restoration and repair, Grantor shall indebtedness or the restoration and repair of the Property. If Credit Union elects to apply the proceed to restoration shall, upon satisfactory proof of repair or replace the damaged or destroyed Improvements in a manner satisfactory to Credit Union. Credit Union shall, upon satisfactory proof or replace the damaged or destroyed Improvements in a manner satisfactory to Credit Union. Or restoration if Grantor is not in default hereunder, and the property of the property shall be used to the repair or receipt and which Credit Union has not committed to the repair or restoration of the Property shall be used to prepay first accrued interest and then principal of the Indebtedness. If Credit Union holds any proceeds restoration of the Property shall be used to prepay first accrued interest and then principal of the Indebtedness. If Credit Union holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor. 4.3 Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any trustee's or other sale held under the provision contained within, or at any foreclosure cale of such Property. by this Deed of Trust at any trustee's or other sale neld under the provision contained within, or at any foreclosure ease of such respectly.

4.4 Compliance with Prior Indebtedness. During the period in which any prior Indebtedness described in Section 17 is in effect, or compliance with the insurance provisions contained in the instrument evidencing such prior Indebtedness shall constitute compliance with the insurance provisions under this Deed of Trust, to the extent compliance with the terms of this Deed of Trust would constitute a duplication of insurance provisions under this Deed of Trust, to the extent compliance with the terms of this Deed of Trust for division of proceeds insurance requirements. If any proceeds from the insurance become payable on loss, the provisions in this Deed of Trust for division of proceeds insurance requirements. If any proceeds from the insurance become payable on loss, the provisions in this Deed of Trust for division of proceeds insurance requirements. If any proceeds from the insurance become payable to the prior Indebtedness. shall apply only to that portion of the proceeds not payable to the noider of the prior indeptedness.

4.5 Association of Unit Owners. In the event the Real Property has been submitted to unit ownership pursuant to a Unit Ownership Law, or similar law for the establishment of condominiums or cooperative ownership of Real Property, the insurance may be carried by the association of unit owners for the purpose of repairing or of unit owners in Grantor's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the association, such proceeds shall be paid to Credit Union. reconstructing the Property. If not so used by the association, such proceeds shall be paid to Credit Union.

4.6 Insurance Reserves. Subject to any limitations set by applicable law, Credit Union may require Borrower to maintain with Credit Union reserves for payment of insurance premiums, which reserves shall be created by monthly payments of a sum estimated by Credit Union to be sufficient to produce, at least 15 days before due, amounts at least equal to the insurance premiums to be paid. If 15 days before payment is due the reserve funds are insufficient, Borrower shall upon demand pay any deficiency to Credit Union. The reserve funds shall be held by Credit the reserve funds are insufficient, Borrower shall upon demand pay any deficiency to Credit Union to Borrower, which Credit Union as a general deposit from Borrower and shall constitute a noninterest bearing debt from Credit Union does not hold the reserve funds in Union as a general deposit from Borrower and shall constitute a noninterest bearing debt from Credit Union does not hold the reserve funds in Union as a general deposit from Borrower and shall constitute a noninterest bearing debt from Credit Union does not hold the reserve funds in Union as a general deposit from Borrower and shall constitute a noninterest bearing debt from Credit Union does not hold the reserve funds in Union as a general deposit from Borrower and shall constitute a noninterest bearing debt from Credit Union does not hold the reserve funds in Union as a general deposit from Borrower and shall constitute a noninterest bearing debt from Credit Union does not hold the reserve funds in Union as a general deposit from Borrower for Borrower for payment of the insurance premiums required to be paid by Borrower and Credit Union is not the agent of Borrower for payment of the insurance premiums required to be paid by Borrower for payment of the insurance premiums required to be paid by Borrower and Credit Union is not the agent of Borrower for payment of the insurance premiums requ trust for Borrower, and Credit Union is not the agent of Borrower for payment of the insurance premiums required to be paid by Borrower.

5. Expenditure by Credit Union. If Grantor fails to comply with any provision of this Deed of Trust, including the obligation to maintain the Prior Indebtedness in good standing as required by Section 17, Credit Union may at its option on Grantor's behalf take the required action and any amount that it expends in so doing shall be added to the Indebtedness. Amounts so added shall be payable on demand with interest from the date of expenditure at the rate the Note bears. The rights provided for in this section shall be in addition to any other rights or any remedies to which Credit Union may be entitled on account of the default. Credit Union shall not by taking the required action cure the default so as to bar it which Credit Union may remedy that it otherwise would have had. 6.1 Title. Grantor warrants that it holds merchantable title to the Property in fee simple free of all encumbrances other than those set forth in Section 17 or in any policy of title insurance issued in favor of Credit Union in connection with the Deed of Trust. 6.2 Defense of Title. Subject to the exceptions in the paragraph above, Grantor warrants and will forever defend the title against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Credit Union or Trustee under this Deed of Trust, Grantor shall defend the action at Grantor's expense. 7.1 Application of Net Proceeds. If all or any part of the Property is condemned, Credit Union may at its election require that all or any portion of the net proceeds of the award shall mean the award after payment of all portion of the net proceeds of the award be applied to the Indebtedness. The net proceeds of the award shall mean the award after payment of all portion of the net proceeds of the award be applied to the Indebtedness. The net proceeds of the award shall mean the award after payment of all proceeds of the award shall mean the award after payment of all proceeds of the award shall mean the award after payment of all proceeds of the award shall mean the award after payment of all proceeds of the award shall mean the award after payment of all proceeds of the award shall mean the award after payment of all proceeds of the award shall mean the award after payment of all proceeds of the award shall mean the award after payment of all proceeds of the award shall mean the award after payment of all proceeds of the award shall mean th 7.2 Proceedings. If any proceedings in condemnation are filed, Grantor shall promptly notify Credit Union in writing and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. 8. Imposition of Tax By State.
8.1 State Taxes Covered. The following shall constitute state taxes to which this section applies:
8.1 State Taxes Covered. The following shall constitute state taxes to which this section applies:
(a) A specific tax upon trust deeds or upon all or any part of the Indebtedness secured by a trust deed or security agreement.
(b) A specific tax on a Grantor which the taxpayer is authorized or required to deduct from payments on the Indebtedness secured by a William of the note secured. (d) A specific tax trust deed or security agreement chargeable against the Credit Union or the holder of the note secured. (d) A specific tax on a trust deed or security agreement chargeable against the Credit Union or the holder of the note secured. (e) A tax on a trust deed or security agreement of principal and interest made by a Grantor.

(c) A tax on a trust deed or security agreement of principal and interest made by a Grantor. 8.2 Remedies. If any state tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this shall have the same effect as a default, and Credit Union may exercise any or all of the remedies available to it in the event of a default unless the following conditions are met:

(a) Grantor may leavisable to the date of this Deed of Trust, this shall have the same (a) Grantor may lawfully pay the tax or charge imposed by the state tax, and
(b) Grantor pays or offers to pay the tax or charge within 30 days after notice from Credit Union that the tax law has been enacted. 9. Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following 9.1 Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the request of Credit Union and Grantor.

(a) Join in preparing and filing a map or plat of the Real Property.

(b) Join in granting any easement or creating any restriction on the Real Property.

(c) Join in any subordination or other agreement affecting this Deed of Trust or the interest of Credit Union under this Deed or ilen, or of 9.2 Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Credit Union, or Trustee shall be a party, unless the action or proceeding is brought by Trustee. 10.1 Consent by Credit Union. Grantor shall not transfer or agree to transfer all or part of Grantor's interest in the Property without the prior written consent of Credit Union. Any attempt to transfer shall constitute a default under this Deed of Trust. A "sale or transfer," means the conveyance of the Real Property or any right, title, or interest therein, whether legal or equitable, whether voluntary or involuntary, by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three years, lease-option contract, or any other method of conveyance of real property interests. If any Borrower is a corporation, transfer also includes any change in ownership of more than 25% of the voting stock of Borrower.

If Grantor or a prospective transferee applies to Credit Union for consent to a transfer, Credit Union may require such information concerning the prospective transferee as would normally be required from a new loan applicant.

- 10.2 Condition to Consent. As a condition of its consent to any transfer, Credit Union may in its discretion impose an assumption fee in accordance with Credit Union's fee schedule then in effect, and may increase the interest rate of the Indebtedness to the prevailing rate for similar accordance with Credit Union's fee schedule then in effect, and may increase the interest rate of the Indebtedness will be fully rates then charged by Credit Union. Credit Union may increase the amount of each remaining installment so that the Indebtedness will be fully rates then charged by Credit Union. Credit Union may increase the amount of each remaining installment so that the Indebtedness will be fully rates then charged by Credit Union. Credit Union may impose as a condition to consent. This paragraph is not permitted under applicable law. This paragraph sets forth terms that Credit Union may impose as a condition to consent. This paragraph is not exclusive and Credit Union, at its sole discretion, may impose additional terms or may decline to consent to a transfer.
- 10.3 Effect of Consent. If Credit Union consents to one transfer, that consent shall not constitute a consent to other transfers or a waiver of this section. No transfer by Grantor shall relieve Grantor of liability for payment of the Indebtedness. Following a transfer, Credit Union may agree this section. No transfer by Grantor shall relieve Grantor of liability for payment of the Note or waive any right or remedy under this Deed of to any extension of time for payment or modification of the terms of this Deed of Trust or the Note without relieving Grantor from liability. Grantor waives notice, presentment, and protest with respect to the Indebtedness.
 - 11. Security Agreement; Financing Statements.
- 11.1 Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures, are Credit Union shall have all of the rights of a secured party under the Uniform Commercial Code of the state in which the Real Property is located
- 11.2 Security Interest. Upon request by Credit Union, Grantor shall execute financing statements and take whatever other action is requested by Credit Union to perfect and continue Credit Union's security interest in the Income and Personal Property. Grantor hereby appoints requested by Credit Union to perfect and continue Credit Union's security interest in the Income and Personal Property. Grantor hereby appoints Credit Union as Grantor's attorney in fact for the purpose of executing any documents necessary to perfect or continue this security interest. Credit Union may, at any time and without further authorization from Grantor, file copies or reproductions of this Deed of Trust as a financing statement. Union may, at any time and without further authorization from Grantor, file copies or reproductions of this Deed of Trust as a financing statement. Grantor will reimburse Credit Union for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property and make it available to Credit Union within three days after receipt of written demand from Credit Union.
- 11.3 Mobile Homes. If the Property includes mobile homes, motor homes, modular homes, or similar structures, such structures shall be and shall remain Personal Property or Real Property as stated above regardless of whether such structures are affixed to the Real Property, and shall remain Personal Property or Real Property as stated above regardless of whether such structures are affixed to the Real Property, and sirrespective of the classification of such structures for the purpose of tax assessments. The removal or addition of axles or wheels, or the placement upon or removal from a concrete base, shall not alter the characterization of such structures.
- 12. Reconveyance on Full Performance. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust and the Note, Credit Union shall execute and deliver to Trustee a request for full reconveyance and imposed upon Grantor under this Deed of Trust and the Note, Credit Union shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Credit Union's security shall execute and deliver to Grantor suitable statements of termination fee required by law shall be paid by Grantor.

13. Default. The following shall constitute events of default:

(a) Failure of Grantor to pay any portion of the Indebtedness when it is due.

(b) Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes, insurance, or for any other payment necessary to prevent filing of or to affect discharge of any lien.

(c) Dissolution or termination of existence (if Grantor is a corporation), insolvency, business failure, appointment of a receiver for any part of the Property of, assignment for the benefit of creditors by, the commencement of any proceeding under any bankruptcy or insolvency laws by or against, or the failure to obtain dismissal or deny the contents of any petition filed under any bankruptcy or insolvency laws within the time required to answer by, Grantor or any of the individuals or entities who are herein collectively referred to as "Grantor."

ms "Grantor."

(d) Default of Grantor under any prior obligation or instrument securing any prior obligation, or commencement of any suit or other action to foreclose any prior lien.

(e) If the Real Property has been submitted to unit ownership pursuant to a Unit Ownership Law or any similar law, failure of Grantor to perform any of the obligations imposed on Grantor by the declaration submitting the Real Property to unit ownership, by the bylaws of the association of unit owners, or by any rules or regulations thereunder. If Grantor's interest in the Real Property is a leasehold of the association of unit owners, or by any rules or regulations thereunder. If Grantor's interest in the Real Property is a leasehold of the association of unit owners, or by any rules or regulations thereunder. If Grantor's perform any of the obligations imposed on interest and such Property has been submitted to unit ownership, failure of Grantor to perform any of the obligations imposed on interest and such Property from its owner, any default under such lease which might result in termination of the lease as it orantor by the lease of the Real Property from its owner, any default under such lease which might result in termination of the lease as it operations to the Real Property, or any failure of Grantor as a member of an association of unit owners to take any reasonable action within Grantor's power to prevent a default under such lease by the association of unit owners or by any member of the association.

(f) Failure by Grantor to perform any other obligation under this Deed of Trust if:

(1) Credit Union has sent to Grantor a written notice of the failure and the failure has not been cured within 15 days of the notice, or if the default cannot be cured within 15 days, Grantor has not commenced curative action or is not diligently pursuing such curative action, or

if the default cannot be cured within 15 days, Grantor has not commenced curative action or is not diligently pursuing such curative action, or
(2) Grantor has given notice of a breach of the same provision(s) of this Deed of Trust within the preceding 12 months.
(2) If the interest of Grantor in the Property is a leasehold interest, any default by Grantor under the terms of the lease, or any other event (whether or not the fault of Grantor) that results in the termination of Grantor's leasehold rights; provided, that such events shall event (whether or not the fault of Grantor) that results in the termination of Grantor's leasehold rights; provided, that such events shall event (whether or not the fault of Grantor) that results in the termination of Grantor to assistance try to Credit Union setting forth not constitute a default if Grantor provides Credit Union with prior written notice reasonably satisfactory to Credit Union setting forth of Grantor's intent to place the Personal Property and all Improvements at another location, subject to a lease of at least equal benefit to Grantor of the terminated lease, stating the location, and evidencing Grantor's right to do so.

Grantor of the terminated lease, stating the location, and evidencing Grantor's right to do so.

Grantor of the terminated lease, stating the location, and evidencing Grantor and Credit Union that is not remedied within any (h) Any breach by Grantor under the terms of any other agreement between Grantor and Credit Union that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness of Grantor to Credit Union, whether made now or later.

(i) If Credit Union reasonably deems itself insecure.

14. Remedies. Upon the occurrence of any event of default and at any time thereafter, Trustee or Credit Union may declare a default and rerises any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

(a) Credit Union shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and (b) With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Credit Union (b) With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. Shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. Shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. Shall have the right and the right and remedies of a secured party under (c) With respect to all or any part of the Personal Property, Credit Union shall have all the rights and remedies of a secured party under (c) With respect to all or any part of the Personal Property, is located.

(d) Credit Union shall have the right with notice to Grantor, to take possession of the Property and collect the Income, including amounts past due and unpaid, and apply the net proceeds, over and above Credit Union as Grantor's attorney in fact to endorse Income is collected by Credit Union, then Grantor irrevocably designates Credit Union as Grantor's attorney in fact to endorse Income is collected by Credit Union, then Grantor irrevocably designates Credit Union as Grantor's attorney in fact to endorse instruments received in payment thereof in the name of Grantor and s

(g) If the Real Property is submitted to unit ownership. Credit Union or its designee may vote on any matter that may come before the members of the association of unit owners, pursuant to the power of attorney granted Credit Union in Section 16.2.

(h) Trustee and Credit Union shall have any other right or remedy provided in this Deed of Trust, or the Note.

14.2 Sale of the Property. In exercising its rights and remedies, the Trustee or Credit Union, shall be free to sell all or any part of the Property together or separately, or to sell certain portions of the Property and refrain from selling other portions. Credit Union shall be entitled to bid at any public sale on all or any portion of the Property.

14.3 Notice of Sale. Credit Union shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten days before the time of the sale or disposition.

14.4 Waiver, Election of Remedies. A waiver by any party of a breach of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by Credit Union to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Deed of Trust after failure of Grantor to perform shall not affect Credit Union's right to declare a default and exercise its remedies under this Deed of Trust.

14.5 Attorneys' Fees; Expenses. If Credit Union institutes any suit or action to enforce any of the terms of this Deed of Trust, Credit Union shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Credit Union that are necessary at any time in Credit Union's opinion for the protection of action is involved, all reasonable expenses incurred by Credit Union that are necessary at any time in Credit Union's opinion for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of its interest or the enforcement of the Note. Expenses covered by this paragraph include (without limitation) all attorney fees incurred by expenditure until repaid at the rate of the Note. Expenses covered by this paragraph include (without limitation) all attorney fees incurred by expenditure until repaid at the rate of the Note. Expenses covered by this paragraph include (without limitation) all attorney fees incurred by expenditure until repaid at the rate of the Note. Expenses covered by this paragraph include (without limitation) all attorney fees incurred by expenditure until repaid at the rate of the Note. Expenses covered by this paragraph include (without limitation) all attorney fees incurred by expenditure until repaid at the rate of the Note. Expenses covered by this paragraph include (without limitation) all attorney fees incurred by expenditure until repaid at the reports (including foreclosure reports), surveyors (credit Union whether or not there is a lawsuit, the cost of searching records, obtaining the paragraph include (without limitation) all attorney fees incurred by expenditure until reports (including foreclosure).

15. Notice. Any notice under this Deed of Trust shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective on the second day after being deposited as first-class registered or certified mail, postage prepaid, directed to the address stated in the second day after being deposited as first-class registered or certified mail, postage prepaid, directed to the address stated in this Deed of Trust. Any party may change its address for notices by written notice to the other parties. Credit Union requests that copies of notices this Deed of Trust. Any party may change its address for notices by written notice to the other parties. Credit Union address, as set forth on page one of of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Credit Union's address, as set forth on page one of the close of California.

- 16.1 Successors and Assigns. Subject to the limitations stated in this Deed of Trust on transfer of Grantor's interest, and subject to the provisions of applicable law with respect to successor trustees, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. 16. Miscellaneous.
- 16.2 Unit Ownership Power of Attorney. If the Real Property is submitted to unit ownership, Grantor grants an irrevocable power of attorney to Credit Union to vote in its discretion on any matter that may come before the members of the association of unit owners. Credit Union attorney to Credit Union to vote in its discretion on any matter that may come before the members of the association of unit owners. Credit Union attorney to Credit Union to vote in its discretion on any matter that may come before the members of the association of unit owners. Credit Union attorney to Credit Union to vote in its discretion on any matter that may come before the members of the association of unit owners. Credit Union attorney to Credit Union that the credit Union of the association of unit owners. Credit Union attorney to Credit Union that the credit Union of the association of unit owners.
- 16.3 Annual Reports. If the Property is used for purposes other than Grantor's residence, within 60 days following the close of each fiscal year of Grantor, Grantor shall furnish to Credit Union a statement of net operating income received from the Property during Grantor's previous fiscal year in such detail as Credit Union shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.
- 16.4 Applicable Law. The law of the state in which the Property is located shall be applicable for the purpose of construing and determining the validity of this Deed of Trust and determining the rights and remedies of Credit Union on default.
- 16.5 Joint and Several Liability. If Grantor consists of more than one person or entity, the obligations imposed upon Grantor under this Deed of Trust shall be joint and several.
 - 16.6 Time of Essence. Time is of the essence of this Deed of Trust.
 - 16.7 Use.
- (a) If located in Idaho, the Property either is not more than twenty acres in area or is located within an incorporated city or village.

 (b) If located in Washington, the Property is not used principally for agricultural or farming purposes.

 (c) If located in Oregon.*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, IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, IN VIOLATION OF APPLICABLE LAND USE THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY OF APPROVED USES.

 PLANNING DEPARTMENT TO VERIFY APPROVED USES.

 PLANNING DEPARTMENT TO VERIFY APPROVED USES.

 (b) If located in Montana, the Property does not exceed fifteen acres and this instrument is a Trust Indenture executed in conformity with the Utah Trust Deed Act. UCA 57-1-19, et seq. (e) If located in Utah this instrument is a Trust Deed executed in conformity with the Utah Trust Deed Act. UCA 57-1-19, et seq. (e) If located in Utah this instrument is a Trust Deed executed in conformity with the Utah Trust Deed Act.

 - 16.8 Waiver of Homestead Exemption. Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Deed of Trust.
 - 16.9 Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Credit Union in any capacity, without the written consent of Credit Union.
 - at any time held by or for the benefit of Credit Union in any capacity, without the written consent of Credit Union.

 16.10 Substitute Trustee. Credit Union, at Credit Union's option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Credit Union and recorded in the office of the Recorder of the county where the Property is located. The instrument shall contain the name of the original Credit Union, Trustee, and Borrower, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee. The successor trustee shall, without conveyance of the Property, succeed to all the title, powers, and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.
 - 16.11 Statement of Obligation. If the Property is in California, Credit Union may collect a fee not to exceed \$50 for furnishing the statement of obligation as provided in Section 1943 of the Civil Code of California.

| and inferior to the lien securing | | | of obligation as provided in Section 1340 of |
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| Tit and Sale Contract | d of Trust is and remains seconds | Indebtedness secured by this Deed | of obligation as provided in Section 1990 17. Prior Indebtedness. 17.1 Prior Lien. The lien securing the |
| C Zame Same | ☐ Mortgage | a: ☐ Trust Deed | navment of a prior obligation |
| | | <u> </u> | (Check which Applies) |
| and is in the | | | Other (Specify) . NONE |
| ssly covenants and agrees to pay | | t principal balance of \$.NA | Other (Specify) NONE The prior obligation has a current original principal amount of \$. NA. original principal amount of the prior indebtedness. |
| made within the time required by h indebtedness and not be cured h indebted Condit Union become | ereunder. erest on the prior indebtedness is n | ness and to prevent any default the | original principal amount of \$. NA |

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| during any applicable grace period the details during a greement with the holder of any mortgage, deed of trust, or other agreement which has priority over this Deed of Trust by which that agreement is modified, amended, extended, or renewed without the prior which has priority over this Deed of Trust by which that agreement without has priority over this Deed of Trust by which that agreement without has priority over this Deed of Trust by which that agreement is modified, amended, extended, or renewed without the prior written consent of Credit Union. 17.3 No Modifications. Grantor shall not enter into any agreement is modified, amended, extended, or renewed without the prior written consent of Credit Union. 17.3 No Modifications. Grantor shall not enter into any agreement is modified, amended, extended, or renewed without the prior unit of the prior written consent of Credit Union. | |
| GRANTOR | |
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| GRANTOR: | |
| Debbie L. Pedersen | |
| Charles R. Pedersen SSN 560-33-6784 | |
| | |
| SSN 570-06-9667 | |
| INDIVIDUAL ACKNOWLEDGMENT | |
| INDIVIDUAL) | |
| STATE OF Oregon) ss. | |
| | |
|) Dodersen | |
| County of Klamath On this day personally appeared before me Charles. R. Pedersen and Debbie L. Pedersen | |
| County of Klamath On this day personally appeared before me Charles R. Pedersen and Debute On this day personally appeared before me Charles R. Pedersen and Debute to me known to be (or in California, personally known to me or proved to me on the basis of satisfactory evidence to be) the individuals of the same as his/her free to me known to be (or in California, personally known to me or proved to me on the basis of satisfactory evidence to be) the individuals of the same as his/her free to me known to be (or in California, personally known to me or proved to me on the basis of satisfactory evidence to be) the individuals of satisfactory evidence to be) the individuals of the individuals of satisfactory evidence to be) the individuals of the individuals of satisfactory evidence to be) the individuals of satisfactory evidence to be individuals of satisfactory evidence | |
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| Trustee |

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by the Deed of Trust have been fully paid and satisfied. You are hereby directed, on payment to you of any sums owing to you under the terms of this Deed of Trust or been fully paid and satisfied. You are hereby directed, on payment to you of any sums owing to you under the terms of this Deed of Trust or been fully paid and satisfied. You are hereby directed, on payment to you of any sums owing to you under the terms of this Deed of Trust (which are delivered to you herewith together with the pursuant to statute, to cancel all evidences of indebtedness secured by this Deed of Trust (which are delivered to you herewith together with the To: , Trustee

| ursuant to statute, to cancel all evidences of | SS. |
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| STATE OF OREGON: COUNTY OF KLAMATH: | the 8th day |
| Filed for record at request of Aspen Titl | le Co. P. M., and duly recorded in Vol. M92 |
| of A.D., 19 _92 at of Mortgage | on Page |
| | By Daulen Mulendor |