

Loan No. 01-955-371657-8

MOUNTAIN TITLE COMPANY OF KLAZATH COUNTY 30979-HF

AFTER RECORDING MAIL TO:

WASHINGTON MUTUAL SAVINGS BANK

1109 5TH AVE #SEN01CT

SEATTLE, WA 98101

(Space Above This Line For Recording Data)

DEED OF TRUST

THIS DEED OF TRUST (Security Instrument) is made on December 6th, 1993. The grantor is **JOHN D STORK and JEANINE L STORK, as tenants by the entirety**

COUNTY, an Oregon Corporation ("Borrower"). The trustee is **MOUNTAIN TITLE COMPANY OF KLAZATH** ("Trustee"). The beneficiary is

Washington Mutual Savings Bank, which is organized and existing under the laws of Washington, and whose address is 1201 of Third Avenue, Seattle, Washington 98101 ("Lender"). Borrower owes Lender the principal sum of **THIRTY-SIX THOUSAND & 00/100--**

(U.S. \$36,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments with the full debt, if not paid earlier, due and payable on **January 1st, 2009**.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in **KLAZATH**,

County, Oregon: THE NORTH HALF OF LOT 6 IN BLOCK 7 ALTAMONT ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAZATH COUNTY, OREGON.

The property described above is hereinafter referred to as the "Property". The property is described in the following manner: **Lot 6, Block 7, Altamont Acres, Klamath Falls, Oregon.**

Borrower shall have the right to make certain alterations in the property, provided that such alterations do not materially impair the value of the property or the security created thereby, and provided further that such alterations do not increase the amount of taxes or assessments imposed upon the property.

Borrower shall not make any material changes in the property without the written consent of the Trustee, provided further that such changes do not materially impair the value of the property or the security created thereby, and provided further that such changes do not increase the amount of taxes or assessments imposed upon the property.

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OREGON - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3038-9/90

371657038 OT

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TO BE RECORDED

the Security instrument is a legal nullity under agreed terms of payment the convenants and agreements contained in this Security instrument, the lessor and the lessee shall not merge unless otherwise agreed to the merger in writing.

Unless Lessee and Borrower otherwise agree in writing, interest proceeds shall be applied to extension of principal of the Property or to payment of taxes, insurance premiums, or other expenses of the Property. The extension of principal is at the discretion of the Lender, subject to the satisfaction of the Lender, who may require payment of interest in advance. If the extension of principal is not so satisfied, the interest proceeds shall be applied to the extension of principal of the Property, or to payment of taxes, insurance premiums, or other expenses of the Property, as the Lender may determine. If the extension of principal is not so satisfied, the interest proceeds shall be applied to the extension of principal of the Property, or to payment of taxes, insurance premiums, or other expenses of the Property, as the Lender may determine. If the extension of principal is not so satisfied, the interest proceeds shall be applied to the extension of principal of the Property, or to payment of taxes, insurance premiums, or other expenses of the Property, as the Lender may determine.

Dowmey's final proposal was accepted by the Board of Governors of the Second Bank of the United States, and the bank was chartered for a term of twenty years. The new bank was to have a capital stock of \$10,000,000, and was to be controlled by a board of directors appointed by the government. The new bank was to have a president, a vice-president, and a treasurer, and was to be controlled by a board of directors appointed by the government. The new bank was to have a president, a vice-president, and a treasurer, and was to be controlled by a board of directors appointed by the government.

and less, to any two changes that may be made in the Security Board, and the Board of Directors, shareholders, directors, stockholders and bondholders are entitled to receive compensation for their services.

Funds were pledged to the University by the Board of Governors for the construction of a new building to be used as a dormitory for students. The funds were received by the Board of Governors, without charge. The funds were deposited in an account maintained by the Board of Governors, which was opened for the express purpose of the construction of the new dormitory. The funds were used for the construction of the new dormitory, which was completed in 1912.

The amount of Funds shall be held in an institution whose depositors are insured by a federal agency, instrumentality, or authority (including lenders, insurance companies, and trust companies) or by the State of New York.

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Loan #: 33527-8

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time, or prior to, an inspection specifying reasonable cause for the inspection, and cause of notice shall be issued to Lender to inspect the Property.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause, or permit the presence, use, disposal, storage, or release, of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration, and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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8-2817E-230-50, 1st floor

Section 11-Lender invokes the power of sale. Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale, but is liable for intent, unless it is otherwise provided in the instrument creating the security interest. Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following orders: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and Lender shall charge Borrower a release fee in an amount allowed by applicable law. Such person or persons shall pay any recordation costs and expenses of recording or reconveying the instrument or documents described in

23. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

herein and by applicable law.

24. Attorneys' Fees: As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court or judge for filing a notice of appeal or for other services rendered in connection with the defense of any action or proceeding brought against the Borrower or the title to the property described in the Note.

25. Riders to this Security Instrument: If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

1-1 Adjustable Rate Rider **1-2 Condominium Rider** **1-3 Family Rider**

Graduated Payment Rider **Planned Unit Development Rider** **Biweekly Payment Rider**
 Balloon Rider **Rate Improvement Rider** **Second Home Rider**
 Other(s), (specify)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and/or any rider(s) executed by Borrower and recorded with it.

John W. Storke *Scammon & Storke*

JOAN D. STORK **JEWELINE L. STORK** *See entries under their own names.*

1. **Policewoman's Code**: **Police Code** (also called the **Code of Conduct**) is a set of rules or regulations that police officers must follow. It is designed to ensure that police officers act ethically and lawfully while performing their duties.

shift to immunological oval of life will event have to follow pathogenetic course of right direction. It is believed that the best way to proceed with respect to both initial and secondary infections is to combine initial vaccination with passive immunotherapy (d) to formulate a vaccine that can be given to persons who have been exposed to the disease, but who have not yet developed antibodies against it. This method has been used successfully in the treatment of smallpox, cholera, plague, and other diseases.

STATE: OREGON **County: Clatsop** **Address: 1000 1st Street, Astoria, Oregon 97101**
Counties: Clatsop **Age: 18 years old** **Date of Birth: December 19, 1973**
On this day of December 19, 1993, personally appeared the above named,
JOHN D. STORK and JEANINE L. STORK.

and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

to, holding WITNESS my hand and official seal affixed to the day and year in this certificate above written.

Before me *[Handwritten Signature]*
on this **4/30/96**, I, **Melinda Hayes**, a Notary Public in the Commonwealth of Massachusetts, do hereby witness and acknowledge the execution of the attached instrument by **John C. Hayes**, who personally appeared before me and produced his **Official Seal**.
My Commission expires *[Handwritten Signature]*

My Commission Expires: 10-15-2003 **Notary Public for Oregon**

REQUEST FOR RECONVEYANCE

TO TRUSTEE: The undersigned is the holder of the note or notes secured by this Deed of Trust. All other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you.

STATE OF OREGON, COUNTY OF KILOMATH.

Filed for record at request of Mountain Title Co the 16th
of Dec 19 93 at 11:20 o'clock A.M., and duly recorded in Vol. M93

FEB 25.00 By Sonja & Michaela

For more information about the study, please contact Dr. Michael J. Hwang at (310) 206-6500 or via email at mhwang@ucla.edu.

Digitized by srujanika@gmail.com