

- 1. PARTIES:** In this Deed of Trust ("Deed") the words you and your refer to each and all of those who sign this Deed as Grantor. The words we, us and our refer to Beneficial Oregon Inc. d/b/a BENEFICIAL MORTGAGE CO., the Beneficiary of this Deed, whose address is 1345 CENTER DRIVE SUITE D, MEDFORD, OR 97501.
The word Trustee refers to KLAMATH COUNTY TITLE COMPANY, whose address is 422 MAIN STREET/ PO BOX 161 KLAMATH FALLS, OR 97601.
You are PAUL BOERSMA AND LENY W BOERSMA AKA LANEY BOERSMA.
- 2. OBLIGATION SECURED:** We have made you an open-end loan (the "Account") pursuant to a Credit Line Account Agreement (the "Agreement") under which we are obligated to make loans and advances to you, including any initial cash advance, up to the maximum Credit Line of \$ 40000.00. The Agreement evidences Credit Line Account ("Account") which is repayable in scheduled monthly payments called "Payment Amounts" beginning one month from the date of the Agreement. The Agreement provides for adjustments in the Annual Percentage Rate utilized to calculate the Finance Charge, based on changes in an Index identified in the Agreement. The term or final maturity of the Agreement will be 180 months from the date of the last cash advance or the date there has been a change of rate, whichever first occurs.
- 3. CONVEYANCE OF PROPERTY:** To secure the prompt payment of the Account, you make this Deed on 9-6, 19 95 with the Trustee and sell and convey to the Trustee, with power of sale, the real property described below (the "Property") in trust for us:
Property: The Property is located in the County of KLAMATH, Oregon.
The legal description of the Property is:

That portion of the NE $\frac{1}{4}$ of Section 29, Township 39 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, lying Southerly and Westerly of East Langell Valley Road and Easterly of the East Bank of Lost River.

The Property is improved by buildings erected thereon.

- 4. USE OF PROPERTY:** The Property is not currently used for agricultural, timber or grazing purposes.
- 5. OTHER ENCUMBRANCES:** The Property is subject to a prior encumbrance identified as follows:
Name of Lienholder JOHN O WEBB AND WILMA J WEBB Type of Security Instrument: ☐ Deed of Trust ☒ Mortgage
Date JULY 24, 19 78
Principal Amount \$111000.00
Recording Information: Date of Recording 7-26, 19 78 Book No. M78 Page 16309
Place of Recording: (check appropriate box) ☒ Clerk of KLAMATH County ☐ Recording Division of Records & Elections of Washington County
☐ Director of Records and Elections of Benton County ☐ Department of Records and Elections of Hood River County
☐ Recording Dept. of Assessments & Records of Multnomah County ☐ Department of Records and Assessments of Lane County
- 6. ACCOUNT:** You shall pay the Account according to the terms of the Agreement.
- 7. TITLE:** You warrant title to the Property. To do so, you establish that you own the Property, have the right to give this Deed and are responsible for any costs or losses to us if anyone but you claims an interest in it.
- 8. LIENS ON PROPERTY:** You shall not allow any type of lien to attach to the Property, whether it be a mechanic's lien, materialmen's lien, judgment lien or tax lien.
- 9. INSURANCE:** Until you pay your debt, you will insure all buildings on the Property against damage by fire and all hazards (often called "extended coverage.") If we ask, you will get insurance acceptable to us for any other risk that we may reasonably require. We will not require you to insure the Property for more than its full replacement value. You will name us on the policy to receive payment if there is a loss. You will assign and give the insurance policies to us if requested so that we can hold the insurance policies as further security for the payment of your debt. These insurance policies shall include the usual standard clauses protecting our interest.
- 10. FAILURE TO MAINTAIN INSURANCE:** If you do not maintain this insurance, we can purchase it after we give you any notice the law may require. You will pay us any premiums that we advance to you, plus interest. This Deed secures any such additional advance of monies.
- 11. INSURANCE PROCEEDS:** If we receive any insurance proceeds as a result of your experiencing loss of the use of the Property and then filing a claim for that loss, we need not pay you any interest on the loss and we can (a) use the proceeds to reduce the balance of your loan, (b) pay you as much of the money as we choose for the single purpose of repairing the Property or (c) use the money for any other purpose we may require.
- 12. TAXES:** You will pay all the taxes, water or sewer rates or assessments on the Property unless we require you to pay the monies due for these items to us. If you do not pay these charges when due, we can pay them after we give you any notice the law may require. You will promptly reimburse us for any amount we have paid together with interest on the amounts paid. This Deed secures any such amounts we have paid.
- 13. MAINTAIN PROPERTY:** You shall keep the Property in good condition and repair. You shall not commit any waste. Mortgagor warrants that (a) the Property has not been used in the past and is not presently used for hazardous and/or toxic waste, (b) the Property complies with all federal, state and local environment laws regarding hazardous and/or toxic waste, (c) asbestos has not been used as a building material on any building erected on the Property in the past, (d) the property is not presently used for asbestos storage and (e) the Mortgagor complies with all federal, state, and local laws, as well as regulations, regarding the use and storage of asbestos. Mortgagor covenants and agrees to comply with all federal, state, and local environmental laws in the maintenance and use of the Property. Mortgagor warrants that neither the Property nor the loan proceeds were or will be used in illegal drug activity, and the Property is not subject to seizure by any governmental authority because of any illegal drug activity.
- 14. DEFENSE OF PROPERTY:** You shall appear and defend any action affecting the Property, our rights, or the powers of the Trustee. You shall pay, purchase, contest or compromise any interest in the Property including, without limitation, encumbrances, charges or liens which, in our judgment, appear to be superior to this Deed. To protect our interests, we may at your expense pay necessary expenses, employ counsel and pay reasonable attorney's fees. You shall, to the extent allowed by law, pay all costs and expenses, including cost of evidence of title and reasonable attorney's fees, in any action where we may appear.
- 15. ALTERATIONS OR IMPROVEMENTS:** No building or improvement on the Property will be altered, demolished or removed without our consent.
- 16. WHEN FULL AMOUNT DUE:** We may, at our option, declare the full amount of your loan due immediately for any of the following reasons:
(a) Failure to Pay as Scheduled: If you do not pay any Payment Amount on your Account on the day it is due.
(b) Failure to Pay Additional Amounts: If you do not pay any tax, water or sewer rate or assessment when it is due.
(c) Failure to comply with this Deed or the Agreement: If you do not do anything you promise to do in this Deed or your Agreement.
(d) Repairs: If you do not keep the Property in good repair, or if it is damaged, or parts of it are removed.
(e) Death: If you should die.

- 17. DEFAULT:** If you default in the payment of the Account, or in the performance of any terms of your Agreement, or in the performance of anything you agree to do in this Deed, we may foreclose this Deed, either by legal action or by advertisement and sale in accordance with the laws of Oregon.
- 18. RIGHT TO CURE DEFAULT:** You have the right to cure the default within 5 days of the date set by the Trustee as the date of sale, by paying us (a) the entire amount due, (b) the actual costs and expenses we incur, and (c) actual trustee's and attorney's fees, as provided by section 86.753(1)(a) of the Oregon Revised Statutes or as provided by the laws of Oregon in effect at the time cure is effected.
- 19. SALE OF PROPERTY:** If you sell the Property voluntarily without obtaining our consent, we may declare as immediately due and payable the Unpaid Balance on the Account plus Finance Charge on that Balance. We will not exercise our right to make that declaration if (1) we allow the sale of the Property because the creditworthiness of the purchaser of the Property is satisfactory and (2) that purchaser, prior to sale, signed a written assumption agreement with us which contains terms we specify including, if we require, an increase in the Finance Charge Rate under the Agreement.
- 20. PRIOR MORTGAGES OR DEEDS OF TRUST:** You shall pay and keep current the monthly instalments on any prior deed of trust or mortgage and shall prevent any default of the prior mortgage or deed of trust. Should any default be made in the payment of any instalment of principal or any interest on the prior deed of trust or mortgage, or should any suit be filed to foreclose the prior deed of trust or mortgage, you agree the amount secured by this Deed shall be due and payable in full at any time. At our option, we may pay the scheduled monthly instalments on the loan secured by the prior deed of trust or mortgage and, up to the amount we pay, we may become subrogated to the rights of the beneficiary or mortgagee on the prior deed of trust or mortgage. All payments we make on the loan secured by the prior deed of trust or mortgage shall bear interest at the Finance Charge Rate until the amount so paid is paid in full.
- 21. PREPAYMENT CHARGE:** A Prepayment Charge may be assessed and collected if you prepay this Account; that is, if you reduce the Principal Balance on the Account to zero and close the Account during the first 60 months that this Account is open. The Charge will be collected at the time the Principal Balance is reduced and will be an amount equal to 6 months' Finance Charge on the average of the Principal Balances for each of the 6 months prior to the closing of the Account at the then prevailing Annual Percentage Rate. This Prepayment Charge may be assessed regardless of whether the prepayment on your Account was voluntary or involuntary.
- 22. FUTURE OWNERS:** This Deed shall be binding upon you, your heirs and personal representatives and all persons who subsequently acquire any interest in the Property.
- 23. PARTIAL RELEASE OF PROPERTY:** At your request, we may release any part of the Property from this Deed. Any release shall not affect our interest or any rights we may have in the rest of the Property.
- 24. COSTS OF RELEASE:** You shall pay all costs and expenses of obtaining and recording all releases from and of this Deed.
- 25. CHANGES IN DEED:** This Deed cannot be changed or terminated except in a writing which we sign.
- 26. SUBSTITUTION OF TRUSTEE:** If the Trustee resigns, we may appoint a Successor Trustee.
- 27. NOTICE OF DEFAULT:** We request that a copy of any notice of default and a copy of any notice of sale mailed to you also be mailed to us at the address on the front.
- 28. COPY:** You acknowledge that you received a true copy of this Deed.
- 29. SIGNATURE:** You have signed and sealed this Deed on 8-31, 1995 in the presence of the persons identified below as "witnesses".

Witness

Witness

STATE OF OREGON, COUNTY OF JACKSON

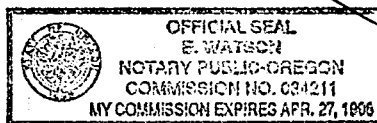
On this 31 day of AUGUST, 1995
before me, a Notary Public in and for said State, personally
appeared PAUL BOERSMA AND LENY W BOERSMA
AKA LANEY BOERSMA

known to me to be the person(s) whose name(s) ARE
(is) (are)
subscribed to the within instrument and acknowledged to me
that he executed the same.

Ewat Notary Public of Oregon
My Commission expires: 4/27/98

STATE OF OREGON, COUNTY OF

I HEREBY CERTIFY That this instrument was filed for
record at the request of the Beneficiary at _____ minutes
past _____ o'clock M., this day of _____,
19____ in my office, and duly recorded in Book
_____ of Mortgages at page _____.



REQUEST FOR FULL RECONVEYANCE

_____, Trustee

Date: _____, 19____

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing Deed of Trust. All sums secured by that Deed of Trust have been fully paid and satisfied. You hereby are directed to cancel all evidences of indebtedness secured by that Deed of Trust (which are delivered to you herewith together with the Deed of Trust) and to reconvey, without warranty, to the parties designated by the terms of the Deed of Trust the estate now held by you under the same. Mail reconveyance and documents to the office of the holder of the indebtedness presenting this request.

Return to: Beneficial Mortgage
1345 Center Dr. Ste D
Medford, Or 97501

Beneficiary
Beneficial Oregon Inc. d/b/a
BENEFICIAL MORTGAGE CO.

By _____ Office Manager

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 6th day
of September A.D., 1995 at 11:29 o'clock A M., and duly recorded in Vol. M95
of _____ Mortgages on Page 23983

FEE \$15.00

By Bernetha G. Letsch County Clerk

08855

09-06-95A11:29 RCVD

K-48352

5655

TRUST DEED

23985

THIS TRUST DEED, made this Thirtieth day of August, 1995,
between Raymond A. Mackadams and Maria C. Mackadams, as Grantor,
Klamath County Title Company, as Trustee, and
Associates Financial Services Company of Oregon, Inc., as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

Lot 1 in Block 4 of Banyon Park, according to the official plat therof on file in the office of the County Clerk of Klamath County, Oregon.

which real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now appertaining, and the rents, issues and profits thereof and all fixtures now attached to or used in connection with said real estate:

For the purpose of securing: (1) Payment of the indebtedness in the principal sum of \$ 74735.04 and all other lawful charges evidenced by a loan agreement of even date herewith, made by grantor, payable to the order of beneficiary at all times, in monthly payments, with the full debt, if not paid earlier, due and payable on 09/01/05; and any extensions thereof;

(2) performance of each agreement of grantor herein contained; (3) payment of all sums expended or advanced by beneficiary under or pursuant to the terms hereof, together with interest at the note rate thereon.

To protect the security of this trust deed, grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; and do all other acts which from the character or use of said property may be reasonably necessary; the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to beneficiary insurance on the premises satisfactory to the beneficiary and with loss payable to the beneficiary. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected or any part thereof may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To pay all costs, fees and expenses of this trust including the cost of title search as well as other costs and expenses of the trustee incurred in connection with or enforcing this obligation, and trustee's and attorney's fees actually incurred as permitted by law.
4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or trustee; and to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum as permitted by law, in any such action or proceeding in which beneficiary or trustee may appear.
5. To pay at least ten (10) days prior to delinquency all taxes or assessments affecting the property; to pay when due all encumbrances, charges and liens with interest on the property or any part thereof that at any time appear to be prior or superior hereto.
6. If grantor fails to perform any of the above duties to insure or preserve the subject matter of this trust deed, then beneficiary may, but without obligation to do so and without notice to or demand on grantor and without releasing grantor from any obligation hereunder, perform or cause to be performed the same in such manner and to such extent as beneficiary may deem necessary to protect the security hereof. Beneficiary may, for the purpose of exercising said powers; enter onto the property; commence, appear in or defend any action or proceeding purporting to affect the security hereof or the rights and powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or lien, which in the judgment of beneficiary appears to be prior or superior hereto; and in exercising any such powers beneficiary may incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor including cost of evidence of title, employ counsel and pay his reasonable fees. Grantor covenants to repay immediately and without demand all sums expended hereunder by beneficiary, together with interest from date of expenditure at the note rate until paid, and the repayment of such sums are secured hereby.

It is mutually agreed that:

7. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to beneficiary who may apply or release such monies received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

Deliver to Associates Financial Services Company of Oregon, Inc.

Return 259 Barnett Rd, Suite J Medford OR 97501

(Address)

ORIGINAL (1)
BORROWER COPY (1)
RETENTION (1)

8. Upon any default by grantor or if all or any part of the property is sold or transferred by grantor without beneficiary's consent, the beneficiary may at any time, without notice, either in person or by agent, and without regard to the adequacy of any security for the indebtedness secured, enter upon and take possession of the property or any part of it, and that the entering upon and taking possession of the property shall not cure or waive any default or notice of default or invalidate any act done pursuant to such notice.

9. Upon default by grantor in payment of any indebtedness secured or in his performance of any agreement, the beneficiary may declare all sums secured immediately due and payable. In such event beneficiary at its election may proceed to foreclose this trust deed in equity in the manner provided by law for mortgage foreclosures or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded its written notice of default and its election to sell the said described real property to satisfy the obligations secured hereby and proceed to foreclose this trust deed in a manner provided by law.

10. If after default and prior to the time and date set by trustee for the trustee's sale, the grantor or other person pays the entire amount then due under the terms of the trust deed and the obligation secured thereby, the grantor or other person making such payment shall also pay to the beneficiary all the costs and expenses actually incurred in enforcing the terms of the obligations as permitted by law.

11. Upon any default by grantor hereunder, grantor shall pay beneficiary for any reasonable attorney fees incurred by beneficiary consequent to grantor's default. Grantor will pay these fees upon demand.

12. After a lawful lapse of time following the recordation of the notice of default and the giving of notice of sale the trustee shall sell the property as provided by law at public auction to the highest bidder for cash payable at the time of sale. Trustee shall deliver to the purchaser a deed without express or implied covenants or warranty. Any person excluding the trustee may purchase at the sale.

13. When the trustee sells pursuant to the powers provided, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the lawful fees of the trustee and the reasonable fees of the trustee's attorney, (2) the obligations secured by this trust deed, (3) to all persons having recorded liens subsequent to the interest of the beneficiary and the trust deed as their interest may appear in the order of their priority, and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

14. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has valid, unencumbered title thereto and that he will warrant and forever defend the same against all persons whomsoever.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the note secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, the grantor has hereunto set his hand and seal the day and year first above written.

Holly Wilson
Witness

Holly Wilson
Witness

Raymond A. Mackadams
Grantor

Raymond A. Mackadams

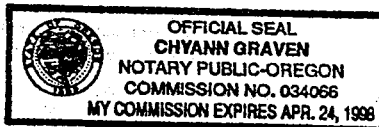
Maria C. Mackadams
Grantor

Maria C. Mackadams

STATE OF OREGON

) SS.

County of Jackson



Personally appeared the above named Raymond A. Mackadams and Maria C. Mackadams and

acknowledged the foregoing instrument to be Their

voluntary act and deed.

Before me: Chyann Graven

My commission expires: April 24, 1998

Notary Public

REQUEST FOR FULL RECONVEYANCE
To be used only when obligations have been paid.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 11 day
of September A.D. 19 95 at 11:29 o'clock A M., and duly recorded in Vol. M95
of Mortgages on Page 23985

FEE \$15.00

By Bernetha G. Lisch County Clerk

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.