GARY B. PROE	960DS Dimist	DEED OF TRUST	GAGEVOIM5	. og.
	is made on WAALA	VIANNE E. PED	the Grantor,	n 97204
	RESTRICT HORES,	INC.	ETOOL, FOLGLAND,	("Trustee")
and the Beneficiary, _ a	organized and existin	o under the laws of	, whose address	ss is
			in touch with power of only	("Lender").
and all rights assume	eceived, Borrower irrevocably grints, appurtenances, rents, lease 41 SOUTHSIDE EXPRES	s and existing and tilture imp	FALLS	oregon (Zip Code)
	(Street)		(City)	
EGAL DESCRIPTION: All of the	property located a	t 4441 SOUTHSIDE	EXPRESS WAY	, in the
	ge of KLAMATH FALLS in which the Borrow	www.hag.an Aumetro	in leasenoid of o	ther
legal interest.	This property is me perty Description" a security interest	which is attached in that certain:	described on the s hereto as Exhibit 1996:,:56.X:28	CHEGATE CTOTCE
RIDGEDALE	mobile home, seris	1 number 11822252	en e	
The Borrot	er does hereby auth	norize the Lender	or its assigns to	obtain a
mana datad lade		n after the Borron	MEL USB BIGHER one	Mortgage,
and to attach I	Exhibit A after the	Borrower nas szgi	led the nor cade.	
$(x_{i+1}, y_{i+1}, $	Control Control	$\{ x_{i,j}, \alpha_{i,j}, x_{i,j}, \dots, x_{i-1}, \dots, x_{i-1},$		
erkane. Din krim de den jegen e Din merkada krimalista de de		ndi kalandari da kalandari Manadari da kalandari	as 71, 48 a	
a jeughi ki ki iliku ili		regaet in 2000 in 1900. Di	Secondary of the	
located inKLAHA	Maria de la compansión de	Count	y, Oregon.	
ITLE: Borrower covenants	and warrants title to the property	y, except fornone		
Security A	was ineed. I will instrument in Moter or Hannifactu 1 Moter or Hannifactu greenent executed b	y Buyers/Borrower	<b>5</b>	-
Revolving credit a	greement dated ect to the dollar limit described be	elow.	Advances under this ag	reement may be made and rep
Eutura Advancas:	The above debt is secured even	though all or part of it may n	ot yet be advanced. Future ad	vances are contemplated and
be secured to the sa	me extent as if made on the date is due and payable on	this Deed of Trust is executed the from last	eo. Construction dist	ursement if not paid earli
The total consolid bold	anno cocured by this Board of Tri	iet at any one time shall not e	exceed a maximum onncidal an	
THE PERSONS AND PERSONS ASSESSED.	ISALD TIME HUNDRED S	SEARMLA THERE WERE	23/ 100 Dollars (\$	10010
plus interest, plus ar the covenants conta	ny amounts disbursed under the ined in this Deed of Trust, with ir	nterest on such disbursement	is.	reed or Trust of to perform an
Variable Rate: T	he interest rate on the obligation	secured by this Deed of Tru	st may vary according to the te	rms of that obligation.
☐ A copy of the	e loan agreement containing the	terms under which the inter	est rate may vary is attached	to this Deed of Trust and mad
mort horoof	n.	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	П	
part hereof.	g below, Borrower agrees to the	ne terms and covenants as	ntained in this Deed of Trust,	including those on page 2,
part hereof.		ie como ana covenanto co	dana annatus as a aans as shis	
part hereof.	ibed above signed by Borrow	er. Borrower also acknowle	dges receipt of a copy of this	Deed of Trust on today's d
part hereof.	B. Hell	er. Borrower also acknowle	dges receipt of a copy of this	description today's d
part hereof.	B Le L	er. Borrower also acknowle	dges receipt of a copy of this	description today's d
part hereof.	bed above spined by Burrow.  B. fell  ERSON	er. Borrower also acknowle	dges receipt of a copy of this	description today's d
part hereof.	B. Jellerson	er. Borrower also acknowle	dges receipt of a copy of this	Deed of Trust on today's d
part hereof.  RIDERS:  Commercial  SIGNATURES: By signing in any riders description of the commercial significance of the co	TATE OF OREGON,	er. Borrower also acknowle	VIANNE E. PEDERSO	densen
part hereof.  RIDERS: Commercial  SIGNATURES: By signing in any riders described in any riders describ	TATE OF OREGON, day of	Klam	VIANNE E. PEDERSO	
part hereof.  RIDERS: Commercial  SIGNATURES: By signing in any riders described in any riders describ	TATE OF OREGON, day of	Klame May Viabbe E. PEDE	VIANNE E. PEDERSO	
GARY B. PEDERS  Commercial SIGNATURES: By signing in any riders described in a	TATE OF OREGON, day of	VIANNE E. PROES	VIANNE E. PEDERSO	
ACKNOWLEDGMENT: SOn this	TATE OF OREGON, day of be the the the the the the the the the th	Klame May Viabbe E. PEDE	VIANNE E. PEDERSO	
ACKNOWLEDGMENT: SOn this	TATE OF OREGON, day of sobe the	VIANNE E. PROES	VIANNE E. PEDERSO  VIANNE E. PEDERSO  Person  act and deed.	County ss: onally appeared the above na and acknowled
ACKNOWLEDGMENT: SOn this	TATE OF OREGON, day of the The Children of the	VIANNE R. PROE	PEDERSO  PEDERSO  pers  pers  act and deed.  Notary Public for Ore	County ss: onally appeared the above nan and acknowled
ACKNOWLEDGMENT: SON this CARY B. PEDERS THE foregoing instrument to (Official Seal)  My commission expires:	TATE OF OREGON, day of sobe 400 SEAL DAWN SCHOOLER NOTARY PUBLIC OREGON	VIANUE E. PEDE Voluntary Before me Converge	PEDERSO  PEDERSO  pers  pers  act and deed.  Notary Public for Ore	County ss: onally appeared the above nar and acknowled
ACKNOWLEDGMENT: S On this	TATE OF OREGON, day of some continue SEAL DAWN SCHOOLER NOTARY PUBLIC OREGON COMMISSION NO. 040228	VIANUE E. PEDES  Voluntary  Before me  REQUEST FOR RECONVE	Notary Public for Ores	County ss: onally appeared the above nar and acknowled
ACKNOWLEDGMENT: S On this	TATE OF OREGON, day of sobe 400 SEAL DAWN SCHOOLER NOTARY PUBLIC OREGON	VIANUE E. PEDES  Voluntary  Before me  REQUEST FOR RECONVE	Notary Public for Ores  YANCE  aid note or notes, together with or notes and this Deed of Trus	County ss: onally appeared the above na and acknowled  gon all other indebtedness secure st, which are delivered hereby

- 1. Payments. Borrower agrees to make all payments on the secured debt when due. Unless Borrower and Lender agree otherwise, any payments Lender receives from Borrower or for Borrower's benefit will be applied first to any amounts Borrower owes on the secured debt exclusive of interest or principal, second to interest, and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any scheduled payment until the secured debt is paid in full.
- 2. Claims Against Title. Borrower will pay all taxes, assessments, and other charges attributable to the property when due and will defend title to the property against any claims which would impair the lien of this Deed of Trust. Lender may require Borrower to assign any rights, claims or defenses which Borrower may have against parties who supply labor or materials to improve or maintain the property.
- 3. Insurance. Borrower will keep the property insured under terms acceptable to Lender at Borrower's expense and for Lender's benefit. All insurance policies shall include a standard mortgage clause in favor of Lender. Lender will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within Lender's discretion, to either the restoration or repair of the damaged property or to the secured debt. If Lender requires mortgage insurance, Borrower agrees to maintain such insurance for as long as Lender requires.
- 4. Property. Borrower will keep the property in good condition and make all repairs reasonably necessary.

- 5. Expenses. Borrower agrees to pay all Lender's expenses, including reasonable attorneys' fees, if Borrower breaks any covenants in this Deed of Trust or in any obligation secured by this Deed of Trust. Borrower will pay these amounts to Lender as provided in Covenant 9 of this Deed of Trust.
- 6. Prior Security Interests. Unless Borrower first obtains Lender's written consent, Borrower will not make or permit any changes to any prior security interest. Borrower will perform all of Borrower's obligations under any prior Mortgage, Deed of Trust or other security agreement, including Borrower's covenants to make payments when due.
- 7. Assignment of Rents and Profits. Borrower assigns to Lender the rents and profits of the property. Unless Borrower and Lender have agreed otherwise in writing, Borrower may collect and retain the rents as long as Borrower is not in default. If Borrower defaults, Lender, Lender's agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents Lender collects shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
- 8. Leaseholds; Condominiums; Planned Unit Developments. Borrower agrees to comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower will perform all of Borrower's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 9. Authority of Lender to Perform for Borrower. If Borrower fails to perform any of Borrower's duties under this Deed of Trust. Lender may perform the duties or cause them to be performed. Lender may sign Borrower's name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the property. This may include completing the construction.

Lender's failure to perform will not preclude Lender from exercising any of its other rights under the law or this Deed of Trust.

Any amounts paid by Lender to protect Lender's security interest will be secured by this Deed of Trust. Such amounts will be due on demand and will be a rinterest from the date of the payment until paid in full at the interest rate in effect on the secured debt.

- 10. Default and Acceleration. If Borrower fails to make any payment when due or breaks any covenants under this Deed of Trust or any obligation secured by this Deed of Trust, Lender may accelerate the maturity of the secured debt and demand immediate payment and may invoke the power of sale and any other remedies permitted by applicable law.
- 11. Power of Sale. If 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 at Lender's election to cause the property to be sold and shall cause such notice to be recorded in each county in which the property or some part thereof is located. Cender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons as applicable law may require. After the lapse of such time as may be prescribed by applicable law, Trustee shall sell the property (in gross or in parcels) at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale. Lender or Lender's designee may purchase the property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the property without any covenant or warranty, but not limited to, reasonable Trustee's and attorneys' fees; (2) to all sums secured by this Deed of Trust; and (3) the excess, if any, to the person or persons legally entitled thereto.
- 12. Inspection. Lender may enter the property to inspect it if Lender gives Borrower notice beforehand. The notice must state the reasonable cause for Lender's inspection.
- 13. Condemnation. Borrower assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement. The Assignment is subject to the terms of any prior security
- 14. Walver. By exercising any remedy available to Lender, Lender does not give up any rights to later use any other remedy. By not exercising any remedy upon Borrower's default, Lender does not waive any right to later consider the event a default if it happens again.
- 15. Joint and Several Liability; Co-signers; Successors and Assigns Bound. All duties under this Deed of Trust are joint and several. Any Borrower who co-signs this Deed of Trust but does not co-sign the underlying debt instrument(s) does so only to grant and convey that Borrower's interest in the property to the Trustee under the terms of this Deed of Trust. In addition, such a Borrower agrees that the Lender and any other Borrower under this Deed of Trust may extend, modify or make any other changes in the terms of this Deed of Trust or the secured debt without that Borrower's consent and without releasing that Borrower from the terms of this Deed of Trust.

The duties and benefits of this Deed of Trust shall bind and benefit the successors and assigns of Lender and Borrower.

16. Notice. Unless otherwise required by law, any notice to Borrower shall be given by delivering it or by mailing it addressed to Borrower at the property address or any other address that Borrower has given to Lender. Borrower will mail any notice to Lender at Lender's address on page 1 of this Deed of Trust, or to any other address which Lender has designated.

Any notice shall be deemed to have been given to Borrower or Lender when given in the manner stated above.

- 17. Transfer of the Property or a Beneficial Interest in the Borrower. If all or any part of the property or any interest in it is sold or transferred without Lender's prior written consent, Lender may demand immediate payment of the secured debt. Lender may also demand immediate payment if the Borrower is sold or transferred. However, Lender may not demand payment in the above situations if it is prohibited by federal law as of the date of this Deed of Trust.
- 18. Release. When Borrower has paid the secured debt in full and all underlying agreements have been terminated, Lender shall request Trustee to reconvey the property. Borrower agrees to pay all costs to record such reconveyance.

  19. Substitute Trustee: Trustee shall resign at the request of Lender and may resign at its own election. Upon the resignation, incapacity, disability or death, of Trustee, Lender shall appoint a successor trustee by an instrument recorded in the county in which this Deed of Trust is recorded. The successor trustee shall thereupon be vested with all powers of the original Trustee.
- Tests Fugging Fig. 1. 10 Should The Book of Trust is not currently used for agricultural, timber or grazing purposes.
- 21. Attorneys' Fees. As used in this Deed of Trust and in the Note, "attorneys' fees" shall include attorneys' fees, if any, which shall be awarded by an abbellate cont. Or the property located at 4441 CONTHEIDE EXPASS
- 22. Severability. Any provision or clause of this Deed of Trust or any agreement evidencing the secured debt which conflicts with applicable law will not be effective unless that law expressly or impliedly permits variations by agreement, if any provision or clause in this Deed of Trust or any agreement evidencing the secured debt cannot be enforced according to its terms, this fact will not affect the enforceability of the balance of the Deed of Trust and the agreement evidencing the secured debt. LOE EXPRESS ANY ETHRESS LATE.

6707 S. GTH STREET KLANATH PALLS, OR 97603

WESTERN HOHES, INC.

H. S. L. Seryages, Inc. 101 SW Main St. 15th Floor, Portland, OF 97204

And a work THE REAL

GARY B. PEDERSON

VIANNE E. PEDERSON b ABNO.

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## EXHIBIT "A" LEGAL DESCRIPTION

Lot 5, ELMWOOD PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM that portion conveyed to the United States of America, recorded in Volume 99, page 481, Deed Records of Klamath County, Oregon. ALSO EXCEPTING THEREFROM that portion conveyed to Klamath County by deed recorded July 6, 1977 in Volume M77, page 11849, Microfilm Records of Klamath County, Oregon.

STATE OF OREGON: COUNTY	OF KLAMATH: ss.			
Filed for record at request of	Mountain Title Company	the _	26th	da
of <u>Sept.</u> A.D	D., 19 95 at 2:29 o'clock P. M., and c Mortgages on Page 260	duly recorded in V	ol. <u>M95</u>	
FEE \$20.00	02	that teach, Co	nty Clerk	