13059 LINE OF CREDIT MORTGAGE Vol. MCC/Page 3580

PARTIES: This Deed HARTIN	of Trust is made on R. CRUZ		ED OF TRUS	ong the Grantor,_			
	BONNIE P. SK iciary, GRE	RKIN 2302 101 SW EN TREE PINANCIA	AL SERVICING	CORPORATI	Portland, C ON	R 97204	("Trustee"),
PO BOX	1570 TUALA	rganized and existing under TIE, OREGON 9706	er the laws of	aware	_, whose address	is	
		rower irrevocably grants a nances, rents, leases and e		tee, in trust, with	power of sale, th	e real estate o	("Lender"). described below
PROPERTY ADDRE	:SS: 5124 E 29	D STREET (Street)	HALIN	(City)		regon	97632 (Zip Code)
LEGAL DESCRIPTION		ty located at 51	124 F 21111 C7			4.	
	Village of M			ounty of K	T.AWATH	, 11	n the
legal inte "Additiona together w WL402I	erest. This p al Property D with a securi mobile	h the Borrower la roperty is more escription whice ty interest in the home, serial nu	particularl ch is attach that certain umber WH1120	y describe ed hereto 1994, 40	d on the so as Exhibit X 27	hedule t A,	itled
more detai	lled property	hereby authorize description aft A after the Borr	ter the Borr	ower has s	igned the M	btain a Kortgage,	
	1000	er value val		* .			
14. C.							
located in		411 4 4		nty, Oregon.			
IIILE: Borrower cov	venants and warrants	title to the property, excep	of for				
The secured of A Univ	debt is evidenced by rersal Hote o	secures to Lender repayn and in any other documen re under this Deed of Trust (List all instruments and a r Manufactured f executed by Bu	greements secured	by this Deed of T Instal Imen	rust and the dates	thereof.):	Il modifications
Revolving	credit agreement dat	ed ar limit described below.		Advance	es under this agree	ment may be r	nade and repaid
Future Adva	nces: The above del	ot is secured even though if made on the date this De	all or part of it may sed of Trust is exec	not yet be advan	ced. Future advar	ces are conte	mplated and wi
		ayable on300-mont	1		tion dishur	coment :	not poid corline
The total unpa	aid balance secured l	by this Deed of Trust at an ENHINERD FORTY FI sourced under the terms o sed of Trust, with interest o	y one time shall not	exceed a maxim	um principal amou	nt of	
☐ Variable I	Rate: The interest rat	te on the obligation secured ent containing the terms u	d by this Deed of Ti	ust may vary acc	ording to the terms	of that obligate	tion.'
part he				П			
SIGNATURES: By in any riders		ower agrees to the terms igned by Borrower. Borro	and covenants cover also acknowledge	ontained in this ledges receipt of	Deed of Trust, inc a copy of this De	cluding those sed of Trust o	on page 2, an n today's date
//OX//	R. CRUZ	<u>02</u>					
. 4.7			· · · · · ·				
ACKNOWLEDGME On this	23ra	GON, Klan	nath Janua	ry, 190	16persona		he above name
the foregoing instru		HIS	voluntar	y act and deed.	••••••	an	id acknowledge
				_	_		
(Official Seal)	2dada	Be	fore me:	<u></u>	0.	Λ.	
NOTAF	UFFICIAL SEAL WM SCHOOLER BY PUBLIC-OREGON SISSION NO. 040228	REQUES	ST FOR RECONVE		Public for Oregon	ler	
C222222222	SION EXPIRES DEC. 20,1	998 <i>(</i>)					
this Deed of Trust, I	have been pald in ful	note or notes secured by the last of the l	to cancel said not	or notes and this	s Deed of Trust, w	אינשט פינג לוטוא	
Date:			- 1				

Britania Marajan

COVENANTS

- 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, commissor 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-jaws, 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 bear interest 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. Lender 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 eliver to the purchaser Trustee's deed conveying the property without any covernant or warranty, expressed or implied. Trustee shall apply the proceeds of the sale in the following order: (1) to all reasonable costs and expenses of the sale, including, 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.
- 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 boed 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 not a natural person and a beneficial interest in 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 recogney, 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.
- 20. Use of Property. The property subject to this Deed 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 appellate court.
- 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. ELEGED.

PO BOX 1570 , TUALATIE, OREGON 97062

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CREEN THEE FINANCIAL SERVICING CORPORATION

HARTED R. CRUZ. BANGE FOR MAIN THE TOTAL SHI MAIN

(page 2 of 2)

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LEGAL DESCRIPTION

Lot 5 in Block 2 or TRACT 1181, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

STATE	OF OREGON: COU	NTY OF KLAN	AATH: ss.					
Filed for record at request of		Mountain Title Co				the 7th		da
of	Feb	A.D., 19 96			M., and duly record	led in Vol	м96	
		of	Mortgages	or	n Page 3580	o		
FEE	\$20.00			By X	Bernetha Gotel	sch, County C	lerk	
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