

WHEN RECORDED, MAIL TO:
BAHS BANK OF AMERICA, FSB
PO BOX 1310
VANCOUVER, WA 98666

96 MAY -3 P3:22

Vol. 174 Page 12742

17449

4103728

NTC 372AMS

(Space Above This Line For Recording Data)

MANUFACTURED HOUSING LINE OF CREDIT DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on
LARRY D. JAMESON
SUSAN M. JAMESON

APRIL 30, 1996

The Grantor is

("Borrower"). The trustee is AmeriTitle

("Trustee"). The beneficiary is
BAHS BANK OF AMERICA, FSB
which is organized and existing under the laws of the United States
address is PO BOX 1310, VANCOUVER WA 98666

, and whose

("Lender"). Borrower owes Lender the principal sum of

** EIGHTY ONE THOUSAND SEVEN HUNDRED EIGHTEEN AND 95/100

Dollars (U.S. \$ 81,718.95). This is the maximum principal amount to be advanced hereunder. This debt is evidenced by Borrower's Manufactured Home Construction Loan Note, Disclosure and Security Agreement dated the same date as this Security Instrument ("Agreement"), which provides for monthly payments, with the full debt, if not paid earlier, to be due and payable on August 24, 2026. All amounts owed under the Agreement are secured even though not all amounts may yet be advanced. Future advances under the Agreement are contemplated and will be secured and have priority to the same extent as if actually advanced on the date this Deed of Trust is executed. The total amount of future advances or total indebtedness that may be secured by this Security Instrument may decrease or increase from time to time, but the total principal amount of the obligations secured at any one time may not exceed the principal sums stated above, together with interest thereon as provided in the Agreement.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Agreement, with interest, and all renewals, extensions and modifications of the Agreement; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Agreement. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, for the benefit of Lender, the following described property located in Klamath County, Oregon:

Lot 23, Block 1 of Tract No. 1017, MOUNTAIN LAKES HOMESITES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

which has the address of 30207 ISLAND CIR DR, KLAMATH FALLS
Oregon 97601 ("Property Address");
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, including without limitation the manufactured home described below, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." The Property will include as a permanent improvement thereon a (year) 1996 (make) REDMAN HOMES (model) EASTPORT (size) 42 X 56 manufactured home, which will have its running gear removed and will be permanently affixed to a foundation on the land described above.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT complies uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

12742*

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Agreement and any prepayment and late charges due under the Agreement.
2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 shall be applied: first, to late charges due under the Agreement; second, to prepayment charges due under the Agreement; third, to interest due; and last, to principal due.
3. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and shall promptly furnish to Lender receipts evidencing the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.
4. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given. 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 paragraph 1 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.
5. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, other than in accordance with the Agreement, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.
6. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Agreement rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.
7. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property.
8. **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, 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. 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 paragraph 1 or change the amount of such payments.
9. **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.

10. **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 Agreement: (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 Agreement without that Borrower's consent.
11. **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.
12. **Legislation Affecting Lenders's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19.
13. **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.
14. **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 Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement 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.
15. **Borrower's Copy.** Borrower shall be given one conformed copy of the Agreement and of this Security Instrument.
16. **Sale, Rental, or Lease of Manufactured Home.** Borrower will not sell, rent, or lease the manufactured home or remainder of the Property without Bank's prior written permission.
17. **Prior Notice and Opportunity to correct Broken Promise.** You will give me prior notice and an opportunity to make up a missed payment or correct a broken promise as required by Section 501 of the Depository Institutions Deregulation and Monetary Act of 1980 (or the regulation which implements it.) The statute (and regulation) do not require you to give me prior notice before repossession or requiring payment of the entire balance if either (a) I have abandoned the manufactured home, (b) other extreme circumstances apply such as where I have threatened to do damage to the manufactured home, or (c) this would be by my third notice in any one year.
18. **Entire Balance Due.** Subject to any prior notice and opportunity to correct broken promise set out above, if I miss a payment or break one of my promises under this agreement, you can require me to pay the remaining balance and all charges at once. Since finance charges are not precomputed, no unearned finance charges are due. You can also do this if I become insolvent or anything else happens that you believe endangers the collateral or my ability to pay.

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

19. **Lender's Right in the Event of Default.** If (1) Borrower fails to make any payment when due; (2) Borrower fails to keep all of Borrower's promises under the Agreement and all other documents signed with respect to Borrower's loan; (3) Any representation or information given to Lender by Borrower about Borrower, Borrower's financial condition or any collateral for the loan is false; or (4) A proceeding under the Federal Bankruptcy Code is commenced by or against the Borrower, then the Lender may, without notice or demand, but subject to any right of Borrower to any prior notice and opportunity to correct broken promise set out above, Lender may do one or more of the following: (1) Declare the entire outstanding loan balance due and payable at once and proceed to collect it; (2) Foreclose on any collateral insuring the loan according to law; (3) Exercise all other rights, power or remedies given by law; and (4) Recover from Borrower all charges, including all collection costs and attorney's fees to the maximum extent allowed by law, incurred or paid by the Lender in exercising any right, power or remedy provided by this Security Instrument or by law, together with interest on such collection costs and fees at the interest rate in effect from time to time for the loan. In addition, Borrower agrees that the Lender may, at its option, remedy any default by Borrower under this Security Instrument at Borrower's expense, including a default in maintenance of insurance or delivery of the policy as agreed, and upon demand Borrower will reimburse Lender for the cost thereof with interest at the interest rate of the loan. At the option of the Lender, any collection costs or expenses incurred by the Lender to remedy a default shall be payable on demand or shall be added to the balance of the loan, in which case Borrower's scheduled installments shall be increased at the option of the Lender either in any amount sufficient to repay the loan over its remaining term or in an amount sufficient to reduce the balance of the loan at the end of such period as the Lender may reasonably select to an amount equal to what would have been the balance of the loan at the end of such period without any default. Borrower agrees to pay the full outstanding loan balance and all interest and other charges that Borrower owes on this loan. In addition, Borrower agrees to pay any late charges as described in the Agreement.
20. **Lender in Possession.** Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
21. **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 without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.
22. **Substitute Trustee.** In accordance with applicable law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. 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.

23. Use of Property. The Property is not used principally for agricultural or farming purposes.

24. 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)]

- ☐ Adjustable Rate Rider
☐ Graduated Payment Rider
☐ Other(s) [specify]

25. Construction Loan Provisions. Borrower agrees to comply with the covenants and conditions of the Agreement which is hereby incorporated by reference in and made a part of this Security Instrument. All advances made by Lender pursuant to the Agreement shall be indebtedness of Borrower secured by this Security Instrument, and such advances may be obligatory as provided in the Agreement. All sums disbursed by Lender prior to completion of the improvements to protect the security of this Security Instrument shall be treated as disbursements pursuant to the Agreement. All such sums shall bear interest from the date of disbursement at the rate stated in the Agreement, unless collection from Borrower of interest at such rate would be contrary to applicable law in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law and shall be payable upon notice from Lender to Borrower requesting payment therefor. From time to time as Lender deems necessary to protect Lender's interests, Borrower shall, upon request of Lender, execute and deliver to Lender, in form as Lender shall direct, assignments of any and all rights or claims which relate to the construction of the Property and Borrower may have against any party supplying or who has supplied labor, materials or services in connection with construction of the Property. In case of breach by Borrower of the covenants and conditions of the Agreement, Lender, at Lender's option, with or without entry upon the Property, may invoke any or all of the rights or remedies provided in the Agreement or Security Instrument, including without limitation, acceleration of the sums secured by this Security Instrument.

26. Uniform Commercial Code Security Agreement. This Security Instrument is intended to be a security agreement, pursuant to the Uniform Commercial Code for any building materials, appliances, and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property and any of the items specified in the Deed of Trust as part of the Property, which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants Lender a security interest in said items. Borrower agrees that Lender may file this Security Instrument, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Security Instrument or of any other security agreement or financing statement shall be sufficient as well as extensions, renewals and amendments thereof, and reproductions of this Security Instrument in such form as Lender may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto. Upon Borrower's breach of any covenant or agreement of Borrower contained in this Security Instrument, including the covenants to pay when due all sums secured by this party under the Uniform Commercial Code, Lender may also invoke, at Lender's option, the remedies provided in Paragraph 19 of this Security Instrument as to such items. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in Paragraph 19 of this Security Instrument.

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

Larry D. Jameson
 LARRY D. JAMESON

Borrower

Susan M. Jameson
 SUSAN M. JAMESON

Borrower

Borrower

Borrower

(Space Below This Line for Acknowledgement)

STATE OF OREGON
 COUNTY OF Klamath }

On this 2nd day of May, 1996, before me, a Notary Public in and

for the State of Oregon, duly commissioned and sworn, personally appeared

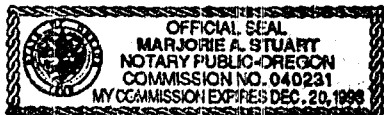
Larry D. Jameson

and

Susan M. Jameson

personally known (or proven on the basis of satisfactory evidence) to be the individual(s) who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate above written.



Marjorie A. Stuart
 Notary Public in and for the State of Oregon, residing at

Klamath Falls, OR

My commission expires: 12-20-98

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of AmeriTitle the 3rd day
 of May A.D., 19 96 at 3:22 o'clock PM., and duly recorded in Vol. M96
 of Mortgages on Page 12742

FEE \$25.00

By Bernetha G. Letsch, County Clerk