

10985

LINE OF CREDIT MORTGAGE  
DEED OF TRUST

Vol. 96 Page 15860

PARTIES: This Deed of Trust is made on May 22, 1996 between Robert J. Polzin, who acquired title as Kathy Rafford ("Borrower"), BONNIE P. SERKIN ("Trustee"), and the Beneficiary, CHASE FIRST NATIONAL BANK ("Lender").

a TO BOX 1570, TULASTIN, OR 97062, whose address is 97603 ("Lender").

CONVEYANCE: For value received, Borrower in evitably grants and conveys to Trustee, in trust, with power of sale, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property") 4249 BIRCH KLAMATH, Oregon (Zip Code) 97603

PROPERTY ADDRESS: 4249 BIRCH (City) KLAMATH, Oregon (Zip Code) 97603

LEGAL DESCRIPTION: All of the property located at 4249 BIRCH, in the (City/Town/Village of KLAMATH), County of KLAMATH (State of OR), in which the Borrower has an ownership, leasehold or other legal interest. This property is more particularly described on the schedule titled "Additional Property Description" which is attached hereto as Exhibit A, together with a security interest in this certain 1996, 66 X 28 1607CT mobile home, serial number 28-91-1011-1.

The Borrower does hereby authorize the Lender or its assigns to obtain a more detailed property description after the Borrower has signed the Mortgage, and to attach Exhibit A after the Borrower has signed the Mortgage.

located in KLAMATH County, Oregon.  
TITLE: Borrower covenants and warrants title to the property, except for

SECURED DEBT: This Deed of Trust secures to Lender repayment of the secured debt and the performance of the covenants and agreements contained in this Deed of Trust and in any other document incorporated herein. Secured debt, as used in this Deed of Trust, includes any amounts Borrower owes to Lender under this Deed of Trust or under any instrument secured by this Deed of Trust, including all modifications, extensions, and renewals thereof.

The secured debt is evidenced by (List all instruments and agreements secured by this Deed of Trust and the dates thereof):

A Universal Note or Lien Secured by a Note and a Security Agreement

☐ Revolving credit agreement dated \_\_\_\_\_ Advances under this agreement may be made and repaid and again made subject to the dollar limit described below.

Future Advances: The above debt is secured even though all or part of it may not yet be advanced. Future advances are contemplated and will be secured to the same extent as if made on the date this Deed of Trust is executed.

The above obligation is due and payable on 36 months from last instruction date if not paid earlier.

The total unpaid balance secured by this Deed of Trust at any one time shall not exceed a maximum principal amount of 78,333.33 Dollars (\$ \_\_\_\_\_), plus interest, plus any amounts disbursed under the terms of this Deed of Trust to protect the security of this Deed of Trust or to perform any of the covenants contained in this Deed of Trust, with interest on such disbursements.

☐ Variable Rate: The interest rate on the obligation secured by this Deed of Trust may vary according to the terms of that obligation.

☐ A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this Deed of Trust and made a part hereof.

RIDERS: ☐ Commercial ☐

SIGNATURES: By signing below, Borrower agrees to the terms and covenants contained in this Deed of Trust, including those on page 2, and in any riders described above signed by Borrower. Borrower also acknowledges receipt of a copy of this Deed of Trust on today's date.

Robert J. Polzin

Kathy Rafford

ACKNOWLEDGMENT: STATE OF OREGON, Klamath County ss:

On this 22nd day of May, 1996

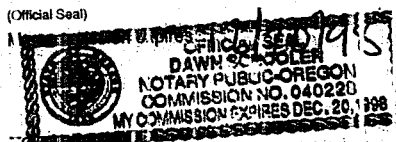
AND Robert J. Polzin

Robert J. Polzin

personally appeared the above named Robert J. Polzin, ALSO KNOWN AS KATHY L. RAFFORD and acknowledged

the foregoing instrument to be their voluntary act and deed.

(Official Seal)



Before me:

Dawn Scholer

Notary Public for Oregon

REQUEST FOR RECONVEYANCE

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with 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 under this Deed of Trust to the person or persons legally entitled thereto.

Date: \_\_\_\_\_

OREGON



## 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 all 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 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 any part of the property is located. The notice shall be in the form 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 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 this Deed of Trust. This assignment is subject to the terms of any prior security agreement.

14. **Waiver.** 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. If the property or any interest in the property is sold or transferred to a bona fide purchaser for value, Lender may not demand payment if 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 recover the property. Borrower agrees to pay all costs to record such reconveyance.

19. **Successor 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 have all the powers and duties 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.** If any provision or clause in 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 implicitly permits variation by agreement, this fact will not affect the enforceability of the balance of the Deed of Trust and the agreement evidencing the secured debt.

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 implicitly permits variation by agreement, this fact will not affect the enforceability of the balance of the Deed of Trust and the agreement evidencing the secured debt.

10 BOX 1240 'ADVISORY' OREGON 97105

10/10/80

ORIGIN: BEN KIMMEL OF BENJAMIN COBBLETON

H & T RELATIONS INC 101 N. 10TH ST 12TH FLOOR PORTLAND, OR 97204

ROBERT T. KOTLAN

KIMMEL & KOTLAN

(page 2 of 2)



15862

EXHIBIT "A"

Lot 3, Block 4 of SECOND ADDITION TO ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the \_\_\_\_\_ 31st day  
of \_\_\_\_\_ A.D., 19 96 at 11:48 o'clock \_\_\_\_\_ A.M., and duly recorded in Vol. \_\_\_\_\_ M96  
of \_\_\_\_\_ Mortgages \_\_\_\_\_ on Page 15860  
Bernetha G. Letsch, County Clerk

By C. J. Russell

FEE \$20.00