

After Recording

Return To: Mark Stoker
P.O. Box 1086
Vancouver, WA 98666

Space Above for Recording Information Only

K-51219
DEED OF TRUST

THIS DEED OF TRUST (hereafter called "Deed of Trust") made this 29 day of August, 1997, between CELESTE W. MARSH, a married woman, whose regular mailing address is 8334 Prairie Dog Lane, Bonanza, OR 97623; as ("Grantor"); LANDERHOLM, MEMOVICH, LANSVERK & WHITESIDES, P.S., as ("Trustee"), whose regular mailing address is P.O. Box 1086, Vancouver, WA 98666; and JON THRIFT and COLLEEN THRIFT, whose regular mailing address is: 8703 SE Porter Circle, Vancouver, WA 98664 as ("Beneficiary").

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Klamath County, OR:

See Attached Exhibit A

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

Grantor and David Marsh and Beneficiary entered into a Promissory Note in the amount of \$25,000.00 dated the same as this Deed of Trust, and the obligations thereunder shall survive the execution of this Deed of Trust and are incorporated herein by reference. This Deed of Trust secures the payment of the Promissory Note and the obligations of Grantor under the terms of said Note.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to

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LAW OFFICES OF
LANDERHOLM, MEMOVICH,
LANSVERK & WHITESIDES, P.S.
Broadway at Evergreen, Suite 300
P.O. Box 1086
Vancouver, Washington 98666
(360) 696-3312

restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligations secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, prior encumbrances or other charges against the property hereinabove described. Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken to damages in an eminent domain proceeding, the entire amount of the award to such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to

DEED OF TRUST - 2
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declare for failure to so pay.

3. This instrument shall constitute a security agreement with respect to any personal property of any kind whatsoever, whether tangible or intangible, whether or not any of such personal property is now or becomes a "fixture," which is used or will be used in construction of, or is or will be placed upon or is derived from or used in any connection with the use, occupancy or enjoyment of, the Property. "Fixtures" shall include all articles of personal property, furniture and furnishings which are so related to the Property such that an interest arises in them under the real estate laws of the State in which the subject Property is located. To the extent of the existence of personal property encumbered by the Deed of Trust, this Deed of Trust constitutes a security agreement and is intended to create a security interest in such personal property in favor of Beneficiary and to constitute a "fixture filing" in accordance with the provisions of Article 9 of the Uniform Commercial Code in effect in the State in which the Property is located. This Deed of Trust shall be self-operative with respect to such personal property, but Grantor agrees to execute and deliver on demand such security agreements, financing statements and other instruments as Beneficiary may request in order to impose the lien hereof more specifically upon any of such property.

4. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

5. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, or in the payment of any indebtedness secured by a prior encumbrance, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property in accordance with the Deed of Trust Act of the State of Oregon, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto. In addition, Beneficiary shall be entitled to the appointment of a receiver over the property for the collection of rents and profits, and the application of such rents and profits to amounts due under the Promissory Note and this Deed of Trust, and shall be entitled to all remedies as to personal property as provided in Article 9 of the Oregon Uniform Commercial Code..

6. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired

thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prime facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

7. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Oregon is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

8. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or beneficiary shall be party unless such action or proceeding is brought by the Trustee.

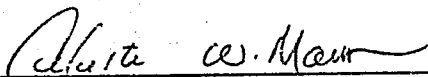
9. This Deed of Trust applies to and inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

10. The parties hereto acknowledge that Beneficiary may, at any time, without notice to Grantor, endorse, sell or assign its rights under the promissory note secured by this Deed of Trust and its rights under this Deed of Trust to any other organization, institution or individual.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.



 DAVID MARSH



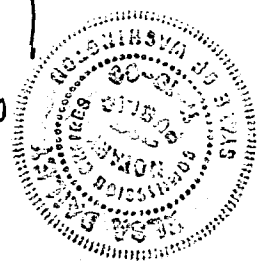
 CELESTE W. MARSH

STATE OF ~~OREGON~~ ^{WASHINGTON})
) ss.
County of CLARK)

I certify that I know or have satisfactory evidence that David Marsh signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: Aug 29, 1997

Betsy Daily
Notary Public in and for the
State of ~~Oregon~~ ^{Washington} residing
at CLARK County.
My appointment expires: 11-19-00



STATE OF ~~OREGON~~ ^{WASHINGTON})
) ss.
County of CLARK)

I certify that I know or have satisfactory evidence that Celeste W. Marsh signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: Aug 29, 1997

Betsy Daily
Notary Public in and for the
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EXHIBIT A TO THRIFT DEED OF TRUST

Lot 20 in Block 32 of Klamath Falls Forest Estates, Highway 66 Unit, Plat No. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath Falls, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 10th day of Sept. A.D., 19 97 at 10:50 o'clock A. M., and duly recorded in Vol. M97 of Mortgages on Page 29561.

FEE \$35.00

By Bernetha G. Letsch, County Clerk
Kathleen Ross