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MEAMATH PUBLIC EMPLOYEES HEDERAL CREDIT UNION 3737 Shasta Way Klamath Falls, OR 97803 Phone: (503) 882-5525

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REVOLVING CREDIT DEED OF TRUST

THIS DEED OF TRUST CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDESTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST. THE MAXIMUM AMOUNT TO BE ADVANCED PURSUANT TO THE CREDIT AGREEMENT IS \$ 26,000.00

THIS DEED OF TRUST is made this 9th day of July arrong the Trustor, Jimmy L. Scott and Joanne L. Scott	
[6] [1] [1] [2] [2] [2] [2] [4] [4] [4] [4] [4] [4] [4] [4] [4] [4	(horoin "Borrower")
The Aspen Title & Escrow. Inc. which is a series of a real realist of the control	(herein "Trustee")
and the Beneficiary, Klamath Public Employees Federal Credit Union	an and setting a section of the
a corporation organized and existing under the laws of the United States of America	
whose address is 3737 Shasta Way, Klamath Falls, Oregon 97603	
	(herein "Lender").

IN CONSIDERATION of the indebtedness herein recited and the trust herein created; TO SECURE to Lender:

- The repayment of all indebtedness due and to become due under the terms and conditions of the LOANLINER® Home Equity Plan Credit Agreement and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Deed of Trust, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lencer contemplate a series of advances to be secured by this Deed of Trust. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which may vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed TWENTY-SIX THOUSAND AND NO/100 DOLLARS (\$26,000.00_). That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Credit Limit. The entire indebtedness under the Credit Agreement, if not sooner paid, is due and payable TWENTY-FIVE years from the date of this Deed of Trust.
- The payment of all other sums advanced in accordance herewith to protect the security of this Deed of Trust, with finance charges thereon at a rate which may vary as described in the Credit Agreement.

control History was neglected in teach in with method in the control

The performance of the covenants and agreements of Elorrower herein contained; BORROWER irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Klamath State of Oregon: and the least solve the land to be saided and the least solve the land to be saided and the land the land to be saided and the land the land to be saided and the land the land to be saide e production de la la la destra la destra la destra como partir la constanta de la companya de la la la la la d

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Parcel 3 of Land Partition 10-94 situated in Government Lot 32, Section 8, Township 35 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

CODE 118 MAP 3507-800 TL 2202

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Chiloquin , Oregon, 97624 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures, all of which shall be deemed to be and remain a part of the property by this Deed of Trust; and all of the foregoing. together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property

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if any, plus one-twelfth of yearly premium installments for hazard insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Bon ower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an applied accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made.

The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up

the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.

Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be made to Lender under paragraph 2, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Bornower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

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," floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any

lien which has priority over this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrover subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, dead of trust or other security agreement with a lien which has priority over this Deed of Trust.

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. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Deed of Trust, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Deed of Trust. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed

of Trust.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall 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 shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Deed of Trust. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust

or other security agreement with a lien which has priority over this Deed of Trust.

10. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance

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by Lendiir in exercising any right of remedy hereunder of otherwise afforded by applicible law, shall not be a waiver of or preclude the exercise of any such right or remedy and a lend to lead to be a second or preclude 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained

shall birst, and the rights hereundurshall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed or paragraph 21 hereon. All coveriants and agreements of Donovershall beginning the property to grant and convey that Borrower's interest of Trust, but does not execute the Credit Agreement; (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust; (b) is not personally liable under the Credit Agreement or under this

in the Property to Trustee under the terms of this Deed of Trust; (b) is not personally liable under the Credit Agreement or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with regard to the terms of this Deed of Trust or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided 12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property for in this Deed of Trust shall be deemed to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given as provided herein. as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Credit Agreement are declared to be severable. As used herein "costs" "expenses" and provisions of this Deed of Trust and the Credit Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys" fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Prior Mortgage or Deed of Trust; Modification; Future Advance. Borrower shall not enter into any agreement with the

14. Prior Mortgage or Deed of Trust; Modification; Future Advance. Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Deed of Trust by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

15. Borrower's Copy. Borrower shall be furnished a copy of the Credit Agreement and a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

16. Rehabilitation Lorin Agreement. Borrower shall fulfill all of Borrower's obligations undergover borner rehabilitation.

16. Rehabilitation Loun Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender, Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property. Walver of Homestead Exemption. To the extent permitted by law, Borrover hereby waives the benefit of the homestead

exemption as to all sums secured by this Deed of Trust.

8. Waiver of Statutes of Limitation. Borrower hereby waives, to the full extent permitted by law, statutes of limitation as a defense to any demand or obligation secured by this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the

Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Notice of Transfer of the Property; Advances after Transfer. Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12

nereor, promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Deed of Trust unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances to Lender the Credit Agreement.

under the Credit Agreement.

21. Transfer of the Property. Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Elorrower, without the written consent of Lender, sells or transfers payment in full of all sums secured by the Arcentic

payment in full of all sums sectified by this wortgage of based of trash, leader that it is not feel and it is a part of the Property or any rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph if Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph if Lender exercises the option to tess than 30 days from the date of the notice within which Borrower may pay the sums 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums 12 hereof. declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 22 hereof.

or, myore any remedies permitted by paragraph 22 fields.

Default; Termination and Acceleration; Remedies. Each of the following events shall constitute an event of default 'event of default'') under this Deed of Trust: (1) Borrower commits fraud or makes a material misrepresentation in connection ("event of default") under this Doed of Trust: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Doed of Trust or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or with this Doed of Trust or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or 3 Borrower as action or inaction adversely affects the Lender's rights in the Property secured by this Doed of Trust. If an event of default occurs, then prior to exercising any right or remedy provided for in this Doed of Trust and prior to acceleration, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the event of default; (2) prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the event of default; (2) a date, not less than 10 days from the date the notice is mailed to Borrower, the action required to cure such event of default on or before the date specified by which such event of default must be cured; and (4) that failure to cure such event of default on or before the date specified by this Doed of Trust and sale of the Property. The notice shall further in the notice may result in acceleration of the sums secured by this Doed of Trust and sale of the Property. The nonexistence of Inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of Inform Borrower of the right to reinstate after acceleration and sale. If the event of default is not cured on or before an event of default or any other defense of Borrower to acceleration and sale. If the event of default is not cured on or before the date specified in the notice. Lender, at Lender's option, may declare all of the sums secured by this Doed of Trust to be the date specified in the notice. the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be Immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 22, including, but not limited to, reasonable attorneys' fees.

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 of 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 the other persons prescribed by applicable law. After the lapse of such time prescribed by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of the sale in one or more parcels and in such order bidder at the time and place and under the terms designated in the notice of the Broperty by public appropriate the time.

bidder at the time and place and under the terms designated in the notice of the sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed convaying the Property so sold without any covenant or Trustee shall deliver to the purchaser Trustee's deed shall be prima facia evidence of the truth of the statements warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facia evidence of the truth of the statements warranty, expressed or implied. The recitals in the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust: and (c) the excess. If any, to the person or persons legally entitled thereto.

the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

23. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust discontinued Borrower's default, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before the sale of the Property pursuant to the power of sale contained in this at any time prior to the earlier to occur of (i) the fifth day before the sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust it: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Credit Agreement had no acceleration occurred; (b) Borrower cures all events of default; (c) Borrower pays all respects to the property of the property all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 22 hereof, including, but not limited to, reasonable of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 22 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lenders in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured bereby shall remain in full force and effect as if no payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

Reconveyance. This Deed of Trust secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Credit Agreement. When Borrover (1) has paid all sums secured by the Deed of Trust and (2) has requested that the revolving line of credit be canceled, Lender shall request Trustee to reconvey the Property and shall surrender this

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