

RECORDATION REQUESTED BY:

Washington Mutual Bank doing business as Western Bank
201 South 7th Street
P.O. Box 669
Klamath Falls, OR 97601-0669

5-1111

5-1111

WHEN RECORDED MAIL TO:

Washington Mutual Bank doing business as Western Bank
201 South 7th Street
P.O. Box 669
Klamath Falls, OR 97601-0669

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SEND TAX NOTICES TO:

Daniel Glenn Gray and Catherine Marie Haga
P.O. Box 9
Midland, OR 97634

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4-516

SPACE A811/E THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST IS DATED JANUARY 8, 1990, among Daniel Glenn Gray and Catherine Marie Haga, whose address is P.O. Box 9, Midland, OR 97634 (referred to below as "Grantor"); Washington Mutual Bank doing business as Western Bank, whose address is 201 South 7th Street, P.O. Box 669, Klamath Falls, OR 97601-0669 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and First American Title Insurance Company of Oregon, whose address is 422 Main Street, Klamath Falls, Oregon 97601 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, appurtenances; all water, water rights and ditch rights (including stock in inities with ditch or irrigation rights); and all other rights, royalties, and other interests relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar minerals, located in Klamath County,

97634 (referred to below as "Grantor"); Washington Mutual Bank address is 201 South 7th Street, P.O. Box 669, Klamath Falls, OR as "Lender" and sometimes as "Beneficiary"); and First American Title Insurance Company of Oregon (the "Real Property"):

A PARCEL OF LAND SITUATED IN
9 EAST OF THE WILLAMETTE
DESCRIBED AS FOLLOWS:

THE SW 1/4 SW 1/4 OF SECTION 31, TOWNSHIP 30 SOUTH, RANGE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY

THE EAST 308 FEET OF THE SW 1/4 SW 1/4 OF SAID SECTION 31, LYING SOUTHERLY OF THE COUNTY ROAD

The Real Property or its address is commonly known as 560 Old Millard Road, Midland, OR 97634. The Real Property tax identification number is R986233.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future rents of the Property and all Rents from the Property. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the Rents and the Personal Property defined below.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Beneficiary. The word "Beneficiary" means Washington Mutual Bank doing business as Western Bank, its successors and assigns. Washington Mutual Bank, doing business as Western Bank, its successors and assigns, Washington Mutual Bank, referred to as "Lender" in this Deed of Trust.

Borrower. The word "Borrower" means each and every person of Grantor signing the Note, including without limitation Daniel Glenn Gray and Catherine Marie Haga.

Deed of Trust. The words "Deed of Trust" mean this Line of Credit Instrument among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Grantor. The word "Grantor" means any and all persons and entities executing this Deed of Trust, including without limitation Daniel Glenn Gray and Catherine Marie Haga. Any Grantor who signs this Deed of Trust, but does not sign the Note, is signing this Deed of Trust only to grant and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender otherwise provided by contract or law.

Guarantor. The word "Guarantor" means any and all guarantors, sureties, and accommodation parties in connection with the indebtedness.

Improvements. The word "Improvements" means any and all structures, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means Lender to discharge obligations of Grantor or together with interest on such amounts as provided in the Note.

Lender. The word "Lender" means Washington Mutual Bank doing business as Western Bank, its successors and assigns.

Note. The word "Note" means the Note dated January 8, 1990, in the principal amount of \$25,000.00 from Borrower to Lender, as set forth in the Note. The maturity date of the Note is January 10, 1991, unless extended, renewed, or renegotiated.

Personal Property. The words "Personal Property" mean any and all personal property, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed and/or substituted for, any of such property; and premiums from any sale or other disposition of the

Property.

Property. The word "Property" means collectively Real Property, the words "Real Property" mean

Real Property, improvements and rights described above in the "Conveyance and Grant" section.

Related Documents. The words "Related Documents" mean, without limitation, all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the

Title. The word "Title" means First American Title Insurance Company of Oregon and any substitute or successor insur-

er.

Security Interest. A security interest is created by this Deed of Trust or constituted by law or agreement in connection with the matter's relationship to the Property.

Attorney-in-fact. If Grantor fails to grant and/or Grantor's expenses of meeting, executing, delivering, filing, or accomplishing the matters referred to in this Deed of Trust, Lender shall execute and deliver a power of attorney-in-fact to the Person(s) named in this Deed of Trust, which power of attorney-in-fact shall be in substantially the same form as set forth in Exhibit A hereto, and such power of attorney-in-fact shall remain in effect until terminated by the parties thereto.

FULL PERFORMANCE. If Borrower pays the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall request for full recovery thereof and shall execute and deliver to Grantor suitable statements evidencing Grantor's security interest in the Rents and the Personal Property. Any reconveyance fee required by applicable law shall be paid by Grantor; if not, by Lender.

DEFECTS. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Deed of Trust:

- Default on Indebtedness.** Failure of Borrower to make any payment when due on the Indebtedness.
- Default on Other Payment(s).** Failure of Borrower to make any other payment necessary to borrow funds.
- Complaints of Default.** Failure of Grantor to pay the Note or in any of the Related Documents.
- False Statements.** Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor or Borrower under this Deed of Trust or any of the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.
- Defects in Collateralization.** This Deed of Trust documents to create a valid and perfected security interest in the Relocated Property at any time and for any reason.
- Death or Insolvency.** The death of Grantor or Borrower's property, any asset under any bankruptcy or insolvency laws.
- Foreclosure, Forfeiture, etc.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or Borrower in the event of a good faith dispute by Lender, provided that Grantor gives Lender written notice of such claim and furnishes evidence or a surety bond for the claim satisfactory to Lender.
- Breach of Other Agreements.** Any breach by Grantor or Borrower under the terms of any other agreement between Grantor or Borrower and Lender, whether or not existing now or later.
- Events of Death or Incompetence.** Any of the events of death or incompetency, or revocation of a power of attorney, which may occur to Grantor or Borrower, shall not be required to permit the Grantor or Borrower's estate to assume, conditionedally the obligations arising under the guarantee in a manner satisfactory to Lender.
- Insecurity.** Lender in good faith deems itself insecure.
- Right to Cure.** If such a failure is cured within the preceding twelve (12) months, it may be cured, and no Event of Default will have occurred if Grantor or Borrower, after Lender has given notice, (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, if the failure is cured as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon exercise any one or more of the following right:

- Acceleration of Indebtedness.** Lender shall immediately due and payable, including prepayment penalty, which Borrower would be required to pay.
- Foreclosure.** With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by judicial sale or otherwise, if the Indebtedness is foreclosed by judicial foreclosure insufficient to satisfy the judgment, except that the proceeds of the sale shall be applied first to the amount of the unpaid balance of the judgment.
- UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.
- Collect Rents.** Lender shall have the right to collect the Rents, including amounts past due and thereafter, of this right, Lender may retain the Rents so collected by Lender, then payment thereon in the name of Grantor response to Lender's demand shall be required. Lender may exercise its rights under this paragraph.
- Appoint Receiver.** Lender shall have the right to protect and preserve the Property, to operate the Property, to collect the proceeds, over and above the cost of Lender's right to the appointment of a receiver, of a substantial amount. Employment by Lender of a receiver appointed to take possession of all or any part of the Property, with the power to proceed to foreclose by sale, and to collect the rents from the Property and apply the receiver's right to the Property, against the Debtor. The receiver may serve without bond if permitted by law. The receiver shall endeavor whether or not the apparent value of the Property exceeds the Indebtedness by a sum not less than the amount of the unpaid balance of the judgment.
- Tenancy at Sufferance.** If Grantor becomes entitled to possession of the Property and shall, at Lender's option, upon the demand of Lender,
- Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.
- Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale or other intended sale (10) days before the time of the sale of the Property.
- Sale of the Property.** To the extent permitted by law, in exercising its rights and reserving the right to sue for damages, Lender shall have the right to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall not be liable for any damage resulting from the sale of the Property.
- Waiver of Remedy.** A waiver by any party of its rights otherwise to demand strict compliance with any provision of this Deed of Trust or any other provision of this Deed of Trust, or of any provision of any Related Document, or provided by law shall not exclude pursuit of any other remedy, and an election to perform an obligation of Grantor or Borrower under this Deed of Trust after failure of Grantor or Borrower to perform shall not affect Lender's rights to declare a default and to exercise any of its remedies.
- Attorneys' Fees; Expenses.** If Lender recovers such sum as the court may award, all reasonable expenses incurred by Lender in enforcement of its rights shall become a lien upon the Property until repaid. Expenses cover Lender's attorneys' fees whether or not Lender sues for attorney's fees, the costs of preparing and serving process and any post-judgment collection services, the cost of searching records, obtaining surveys, appraisals, insurance, and fees for the trustee, to the extent permitted by applicable law. Grantor also will pay any costs, in addition to all other sums provided by law.

REQUEST FOR FULL RECONVEYANCE

To be used on (when Vigilations have been paid in full)

To:

The undersigned is the legal owner and holds fully paid and satisfied. You are hereby directed, in accordance with the terms of this Note and the Deed of Trust, to cancel the Note and the Deed of Trust, and to release the property described below from the lien of this Note and the Deed of Trust.

Date:

ASERFII, Reg. U.S.

F.M. & F.M. Off., Ver. B, Ca (2) 1993

PW Services, Inc.

Rights Reserved

10/10/1993-30

F.126.GRAY.LNR12.GVL

Beneficiary:

By:

(is:

STATE OF OREGON : COUNTY OF LAMAR

Deed for record at offices of

of January

of 1999

KEL \$35.00

First American Title Co.

Clock

on page

and daily recorded in Vol.

M91

the 15th day

of Month

Year

601

Linda Smith, County Clerk

12/10/2012 2:52:12