

When recorded return to:

Green Tree Financial
7652 SW Mohawk
Tulalip, OR 97062

State of Oregon **402** **SP 7639** **8776**
GT-15-38-090 (12/97)

Since Above This Line For Recording Use

LIN E OF CREDIT DEED (IF TRUST)

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of his Deed of Trust (Security Instrument) is January 15, 1999.

GRANTOR: **MARIE A. S.**
25514 MATH ST
SPOKANE RIVER

ENCL:

OR 97639

If checked, refer to the Grantor's acknowledgement.

TRUSTEE: Mike Rehmann, Attorney at Law

UNDER: **GREEN TREE FINANCIAL**
7652 SW MOHAWK

CHARTERED CORPORATION
STATEMENT OF 97902

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably conveys and sells to Trustee, in trust for the benefit of Lender, with powers of sale, the following described property:

SEE PAPER

EX-DESCRIPTION: **8' X 10' PAD 7 BY 10**

The property is located in **KNOWN**

255AA/1 VIB/IV 21136 **Block**
(Address)

(C.E.)
PC LEAVES P
CUE
VER

Oregon **97639**
ZIP Code

Together with all rights, easements, options, ditch, and water rights and all other, or at any time in the future, be part of the real estate described above (all referred to as "Property").

REGISTRATION DEED IN TRUST (INC FOR FVA, S-11)
13th Series Sample, Int. Sc. Chapt. 40, Form 374-A

REG. OF VA USE
LAUREN J. COLE

GT-15-38-090 (12/97) (page 1 of 6)

MAXIMUM OBLIGATION LIMIT:
not exceed \$ 19,480.20
and charges which made pursuant to the terms of this Security Instrument to

initial principal amount secured by this Security Instrument at any one time shall not exceed \$ 19,480.20. The limit of amount does not include interest and other fees. Security Instrument. Also, this limitation does not apply to advances made under project Leader's security and to be from any of the covenants contained in this

SECURED DEBT AND FUTURE ADVANCES.

The term "Secured Debt" is defined as follows:
provision(s), contract(s), guarantee(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debt below it is to be understood: names, amounts, interest rates, maturity dates, etc.)

A. Commercial Note or Manufactured Home Note and Equipment Contract and Security Agreement executed by Buyers/Borrowers.

The above obligation is due and payable on the date 30 months after final disbursement, if not paid earlier.

- B. All future advances from Lender to note, contract, guarantee, or other Security Instrument whether or not this Security Instrument, each Grantor obligations that are given to or in future advances and other future obligations to be advanced. All future advance instrument. Nothing in this Security instrument must be agreed to in a separate writing.
- C. All obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but relating to my deposit account agreement between Grantor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security instrument.

This security instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

PAYMENTS. Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the instrument.

WAIVER OF TITLE. Grantor waives that Grantor is or will be lawfully seized of the estate conveyed by this Security instrument and has the right to resell the Property to Trustee, in trust, with power of sale, or otherwise, except for encumbrances of record.

PRIOR SECURITY INTERESTS. With document that created a prior security interest:

- A. To make all payments when due and perform or comply with all covenants that Grantor receives from the holder.
- B. To promptly deliver to Lender any notices that Grantor receives from the holder.
- C. Not to request any further advances under any note or agreement secured by the lien document without Lender's prior written consent.

CLAIMS AGAINST TITLE. Grantor will pay all taxes, assessments, heirs, encumbrances, lease payments, ground rents, property when due. Lender may require Grantor to provide to Lender copies of the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would interfere with the lien of this Security instrument. Grantor agrees to assign to Lender, as defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

DUDE ON SALE OR ENCUMBRANCE. immediately due and payable upon the conveyance of the Property. This right is subject to covenant shall run with the Property and this instrument is released.

Lender may, at its option, declare the entire balance of the Secured Debt to be due and payable in the event of, or prior to, the creation of, any lien, encumbrance, transfer or sale imposed by federal law (12 C.F.R. 591), as applicable. This shall return in effect until the Secured Debt is paid in full and this Security

PROPERTY CONDITION, ALTERATION AND MAINTENANCE. and make all repairs that are necessary to the deterioration of the Property. Grantor will return the property to the original condition and use will not

ALTER AND IMPAIR the Property if necessary. Grantor will keep the Property in good condition and use will not commit or allow any waste, impairment, or damage.

ITEMS. Grantor will keep the Property in good condition and use will not commit or allow any waste, impairment, or damage. Grantor agrees that the grantor Lender, a prior written consent. Grantor will not

permit, no change in any license, notify, order of all decisions which

Lender or Lender's agent may, at the Property, Lender shall give Grantor the inspection. Any inspection of Lender inspection.

11. AUTHORITY TO PERFORM. Instrument, Lender may, without fact to sign Grantor's name or pay create an obligation to perform, and other rights under the law, or this in a reasonable manner, Lender may completion of the construction.

12. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. provisions of any lease if this Security Instrument is on leasehold. If this Property includes an interest in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the same.

13. DEFAULT. Grantor will be in default if Grantor will be in default if a breach for the purpose of creating, erecting or in excess with respect to any the value of the Property is impaired.

14. REMEDIES ON DEFAULT. In case of the right to cure or other notices may. Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after thereafter. In addition, Lender may terminate this Security Instrument and any related documents.

If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels, or public auction to the highest bidder for cash and convey absolute title free and clear of all rights, title and notice of sale including the time, terms and place of sale and a description of the property to be sold as required by the applicable law in effect at the time of sale.

Upon sale of the property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all insurance, taxes, assessments and other encumbrances and interest thereon, and the Debts, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any Deed of Conveyance shall be prima facie evidence of the facts set forth herein.

All remedies are distinct, cumulative, whether or not expressly so secured, but save the balance is a waiver of Lender's right to require default, Lender does not waive Lender's right to insist on performance of any term or condition of this Security Instrument.

not waive, Grantor's right to inspect the Property, or to make any legal or damage to the Property.

and it's cost, enter the Property, may reasonable time for the purpose of inspecting into, notice, at the time of or before the Property shall be fairly for Lender's benefit and Grantor will in no way rely on Lender's inspection.

Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, perform or cause them to be performed. Grantor appoints Lender as attorney-in-fact amount necessary for performance. Lender's right to perform for Grantor shall not Lender's failure to perform will not preclude Lender from exercising any of Lender's authority. In addition, if any construction on the Property is discontinued or not carried on take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

15. SECURITY DEED. Grantor agrees to comply with the provisions of any lease if this Security Instrument is on leasehold. If this Property includes an interest in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the same.

but, if any party obligated on the Secured Debt fails to make payment when due, it occurs under the terms of this Security Instrument or any other document executed or guaranteeing the Secured Debt. A good faith belief by Lender that Lender at any person or entity obligated on the Secured Debt, or that the prospect of any payment or shall also constitute an event of default. This provision is intended to be liberally construed.

for instance, federal and state law will require Lender to provide Grantor with notice and may establish time schedules for foreclosure actions. Subject to these limitations, if Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default.

giving notice if required by law, upon the occurrence of a default or anything else entitled to all the remedies provided by law, the terms of the Secured Debt, this instrument, including without limitation, the power to sell the Property.

in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels, or public auction to the highest bidder for cash and convey absolute title interest of Grantor at such time and place as Trustee designates. Trustee shall give terms and place of sale and a description of the property to be sold as required by the proposed sale.

Upon sale of the property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all insurance, taxes, assessments and other encumbrances and interest thereon, and the Debts, paying the surplus, if any, to Grantor. Lender may purchase the Property. The be prima facie evidence of the facts set forth herein.

and the Lender is entitled to all remedies provided at law or equity, whether or not expressly so secured, but save the balance is a waiver of Lender's right to require default, Lender does not waive Lender's right to insist on performance of any term or condition of this Security Instrument.

15. EXPENSES; ADVANCES IN PROGRESS. Grantor agrees that by law, Grantor agrees that Grantor will also pay otherwise providing for property payment until paid in full, it is his duty to pay all costs and expenses incurred by Lender in connection with this Security Instrument. This includes expenses of this Security Instrument such expenses.

16. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. § 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general findings, the public health, safety, welfare, environmental or a hazardous substance, and (2) toxic, radioactive, or hazardous material, waste, pollutant or contaminant which has substantial danger to the public health, safety, welfare or environment. The term "includes" "hazardous waste" or "hazardous substances" under any Environmental Law.

Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located on or released from or in the Property. This restriction does not apply to small quantities of Hazardous Substances appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or above the Property or the Grantor shall take all necessary action in accordance with any Environmental Law.
- D. Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

17. CONDEMNATION. Grantor will entities to purchase or take any or authorizes Lender to intervene in Lender the proceeds of any award of the Property. Such proceeds shall be assignment of proceeds is subject to the terms of this Security Instrument.

18. INSURANCE. Grantor shall keep and other hazards and risks normally maintained in the account until for chosen by Grantor subject to Lender coverage described above. Lender according to the terms of this Security Instrument.

All insurance policies and renewals where applicable, loss payee of insurance. Lender shall have the right to Lender all receipts of paid premium insurance carrier and Lender. Lender

Unless otherwise agreed in writing the Second Debt, whether or not payment the due date of the scheduled. If the Property is damaged to the Property before its acquisition,

ON CHARGE AND OTHERS TO PAY ALL OF LENDER'S EXPENSES IN INCURRED IN COLLECTING, ENFORCING OR PROTECTING LENDER'S RIGHTS AND REMEDIES UNDER THIS SECURITY INSTRUMENT. THESE EXPENSES WILL BEAR INTEREST FROM THE DATE OF THE INCHARGE OR RELEASED. GRANTOR AGREES TO PAY FOR ANY RECOLLECTION COSTS OF

HAZARDOUS SUBSTANCES. is used in this section: (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. § 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general findings, the public health, safety, welfare, environmental or a hazardous substance, and (2) toxic, radioactive, or hazardous material, waste, pollutant or contaminant which has substantial danger to the public health, safety, welfare or environment. The term "includes" "hazardous waste" or "hazardous substances" under any Environmental Law.

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give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or authorizes Lender to intervene in Lender the proceeds of any award of the Property through condemnation, eminent domain, or any other means. Grantor's name in any of the above described actions or claims. Grantor assigns to claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Property insured against loss by fire, flood, tornadoes, earthquakes, hurricanes, theft by association with the Property due to its type and location. This insurance shall be for periods that Lender requires. The insurance carrier providing the insurance shall be approved, which shall not be unreasonably withheld. If Grantor fails to maintain the may, at Lender's option, obtain coverage to protect Lender's rights in the Property Instrument.

shall be acceptable to Lender and shall include a standard "mortgage clause" and, as Grantor shall immediately notify Lender of cancellation or termination of the to hold the policies and renewals if Lender requires. Grantor shall immediately give notice and renewals notices. Upon loss, Grantor shall give immediate notice to the may make proof of loss if not made immediately by Grantor.

all insurance proceeds shall be applied to the restoration or repair of the Property or to reduce, at Lender's option. Any application of proceeds to principal shall not extend or paid nor change the amount of any payment. Any excess will be paid to the by Lender. Grantor's right to any insurance policies and proceeds resulting from acquisition shall pass to Lender to the extent of the Second Debt, immediately before the

19. COLLECTION COSTS. Except when Grantor breaches any covenant in this Security Lender for insurance, inspecting, preserving or expenses will bear interest from the date of the in the term of the Second Debt. Grantor agrees to collect, enforcing or protecting Lender's rights and remedies under this instrument may include, but is not limited to, attorney's fees, court costs, and other legal expenses. Grantor agrees to pay for any recollection costs of

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- 2025
- 10. ESCROW FOR TAXES AND
RENTALS.** Pay to Lender funds from escrow.
- 11. FINANCIAL REPORTS AND
ADDITIONAL DOCUMENTS.** Financial statement or information and additional documents or certificates obligating under this Security Instrument.
- 12. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSIONS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint debt. Grantor does so only to indicate that Grantor does not agree to be personally liable to the Lender if Grantor or any party indebted under the obligation fails. Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against the Lender and Grantor or any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.
- 13. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located. This Security Instrument is amended or modified by oral agreement. Any section in this Security Instrument, attachment(s) or any amendment related to the Secured Debt that conflicts with variations by written agreement, such section will be severed and will not affect the remainder of this Security Instrument. The plain language and intent of the parties to this Security Instrument are for convenience only and time it of the essence in this Security Instrument.
- 14. SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formalities. The successor trustee, without conveyance of the Property, shall succeed to all the rights, power and duties conferred upon Trustee by this Security Instrument and applicable law.
- 15. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to Lender, or to any other address designated in writing to be noticed to Lender.
- 16. WAIVERS.** Except to the extent relating to the Property.
- 17. OTHER TERMS.** If checked, the following are applicable to this Security Instrument:
- Line of Credit: The Secured Debt reduced to a zero balance, the Security Instrument will remain in effect until released.
 - Construction Loan: This Security Instrument secures an obligation incurred for the construction of an improvement to Lender a security interest in all goods that Grantor owns now or in the future and are related to the Property. This Security Instrument suffices as a financing statement or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
 - Bill of Lading: The covenants and conditions of this Security Instrument are incorporated into this supplement and instrument.
 - condominium: Planned Unit Development Right
 - Additional Terms:

801

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SIGNATURE: By signing below, Grantee agrees to the terms and conditions contained in this Security Instrument and in any attachments. Grantee also acknowledges receipt of a copy of this security instrument on the date stated on page 1.

(Signature) **BARBARA L. SWENSEN**

(Date) (Signature)

(Data)

Digitized

Date _____

(Base)

KNOWLEDGEABILITY

STATE OF OREGON
1875-1876-1877-1878

STATE OF...
is attached w/ issue
by...
is compression expires...

... COUNTY

(1967) Public)

EX-UNIT

Editorial Committee (Navy Public)

REQUEST FOR THE CONFIDENCE

Notice how completed test cases in full

TOP TRUSTED

The undersigned is the holder of the
other indorsements secured by this D-
Trust, which is delivered hereby, as
Trust to the person or persons legally t-

one or more notes, together with all
debt due by you to me, now held by
you under this Deed of Trust.

(Authorized by his signature)

(Date)

204

10000000

MERRILL L. SURENICK

All of the property located at ~~2591/2~~ / 21954 Pescepipe Lane in the
City/Town/Village of ~~SPR~~ SE RIVER County of Klamath State of OR, in
which the Borrower has an ownership, household 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 that certain 1999, 52 X 28
SH12001F mobile home, serial number 10000000.

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

EXHIBIT A

Lots 7 and 8, Block 4, FIRST ADDITION TO KLAMATH FOREST ESTATES, in the
County of Klamath, State of Oregon.

STATE OF OREGON, COUNTY OF KLAMATH, OR, ss.

Billed for record if request of	Aspen	14	1st	Escrow	20th	day
of January AD 19	14	:15	o'clock	E.M., and duly recorded in Vol.	199	
at 1999	14	00	Page	2025		
FEE \$0.00						

Linda Smith, County Clerk

by Kathleen Rose