

7-13-87

JUN 2 P3

JUN 14 1987

Where recorded return to:

Greentree Financial
7662 N Mohawk
Tualatin, Oregon 97060

Date of Credit
GT-15-38-090 (12/97)

AS OF JUN 15 1987

See Above This Line For Recording Data

LINE OF CREDIT DEED OF TRUST

(With Future Advance Clause)

- I. DATE AND PARTIES: The date and the parties, their addresses and identification numbers, if required, are as follows:

GRANTOR: PEDRO B. REI
2040 BARROW AVE
KLAUER HALL
TUALATIN, OREGON 97060

If checked, refer to the attached Addendum incorporated hereto for additional Grantors, their signatures and acknowledgments.

TRUSTEE: Nancy L. Person

LENDER: GREENTREE FINANCIAL CORPORATION
7662 N MOHAWK, TUALATIN, OREGON 97060

- II. 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 of the terms of this instrument, Grantor irrevocably grants, conveys, and sells to the Trustee in trust for the benefit of Lender, with power of sale, the following described property:

DEED OF TRUST DATED AT PAGE 7 OF THIS DEED

The property is located in Multnomah County, Oregon 97601 (ZIP Code).

Together with all rights, easements, appurtenances, franchises, leases, rights of way, and gas rights, all water and mineral rights, fixtures, and other rights and interests in or to the property were it or any time in the future, now or at any time in the future, part of the real estate described above (all referred to as "Property").

OREGON DEED OF TRUST NOTARIZED AT PORTLAND, OREGON

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A FILING FEE OF \$10.00

GT-14-114-GLAZIER

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| 3. MAXIMUM OBLIGATION LIMIT | The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 66,000.00 and charges validly made pursuant to the terms of this Security Instrument. | This limitation of amount does not include interest and other fees to protect Lender's security and to perform any of the covenants contained in this Security Instrument. |
| 4. SECURED DEBT AND FUTURE ADVANCES | A Debt incurred under the terms below and all their extensions suggested that you include them in the Universal Note or Manufactured Home Retainage instrument. | The term "Secured Debt" is defined as follows:
All promissory note(s), contract(s), guaranty(s) or other evidence of debt described herein, modifications or substitutions. (When referencing the debt's below it is such as borrowers, terms, rate of interest, interest rates, maturity dates, etc.) |
| 5. PAYMENTS | The above obligation is due and payable on the date 360 months after final disbursement, if not paid earlier. | Contract and Security Agreement executed by Buyers/Borrowers. |
| 6. WARRANTY OF TITLE | B. All future advances from Lender to Grantor or other evidences of debt executed by Grantor in favor of Lender executed after this date is specifically referenced. If more than one person signs this Security Instrument will secure all future advances and future obligations and secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be signed in a separate writing.
C. All obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for 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 instrument. | future obligations of Grantor to Lender under any promissory notes, contract, guaranty, or Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument will secure all future advances and future obligations and secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be signed in a separate writing.
E. All obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for deposit account agreement between Grantor and Lender.
F. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any instrument. |
| 7. PRIOR SECURITY INTEREST | This Security Instrument will not release any other lien if Lender fails to give any required notice of the right of rescission. | This Security Instrument will not release any other lien if Lender fails to give any required notice of the right of rescission. |
| 8. CLAIMS AGAINST TITLE | Grantor agrees that payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument. | Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for circumstances of record. |
| 9. DUE ON SALE OR ENCUMBRANCE | With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees: | A. To make all payments when due and to perform or comply with all covenants and conditions of, or to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for circumstances of record. |
| 10. PROPERTY CONDITION | A. To make all repairs that are necessary to protect the Property and its occupants and to maintain or improve the Property. | With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees: |
| 11. INSPECTION | B. To promptly deliver to Lender notices that such amounts are due and the receipt of which may impair his ability to pay the Secured Debt. | B. To promptly deliver to Lender notices that such amounts are due and the receipt of which may impair his ability to pay the Secured Debt. |
| 12. CANCELLATION | C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement entered into prior to the date of this Security Instrument. | C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement entered into prior to the date of this Security Instrument. |
| 13. RELEASE | D. To pay all taxes, assessments, fees, encumbrances, lease payments, ground rents, which are due. Lender may require Grantor to provide to Lender copies of evidence of Grantor's payment. Grantor will defend title to the Property against any claims that would impair his ability to pay the Secured Debt. | D. To pay all taxes, assessments, fees, encumbrances, lease payments, ground rents, which are due. Lender may require Grantor to provide to Lender copies of evidence of Grantor's payment. Grantor will defend title to the Property against any claims that would impair his ability to pay the Secured Debt. |
| 14. TERMINATION | E. To make all payments when due and in accordance with the terms of the Secured Debt and this Security Instrument. | E. To make all payments when due and in accordance with the terms of the Secured Debt and this Security Instrument. |
| 15. SECURITY AGREEMENT | F. To keep the Property in good condition and not commit or allow any waste, impairment, or damage to the Property. | F. To keep the Property in good condition and not commit or allow any waste, impairment, or damage to the Property. |

permitted by change in my license
or by end of all deadlines, pro-

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

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

12. LEASEHOLDS; CONDOMINIUMS
provisions of any lease if this Section
permits unit development. Grant
condominium or planned unit deve-

13. DEFALKT: Grantor will be in Grantor will be in default if a $\frac{1}{3}$ for the purpose of creating, secure time in possession with respect to all the value of the Property is impaired.

14. REMEDIES ON DEFAULT. In
of the right to cure or other notice
any Lender may accelerate the
Grantor is in default.

At the option of Lender, all or immediately due and payable, thereafter. In addition, Lender shall have the right to require payment of any amount due under this Agreement, the Security Instrument and any related documents.

If there is a default, Trustee shall sell the Property as a whole or in free and clear of all right, title or notice of sale including the time, applicable given effect at the time

Upon sale of the property as to
sold which conveys absolute title
money advanced for repairs, the
principal and interest on the sum
recited in any deed of conveyance.

All residents are distinct, unless
otherwise, whether or not expressly
Secure. Debt after the balance
waiver of Lender's right to require
default, Lender does not waive. Len-

restrictive covenant or easement without Lender's prior written consent. Grantor will defend, protect, and indemnify Creditor, and of any loss, damage to the Property.

Lender's inspection, entitled "the Property" at any reasonable time for the purpose of inspecting the same for Lender's benefit; and Creditor will in no way rely on

Grantor fails to perform any duty or any of the covenants contained in this Security Deed, or fails to cause them to be performed. Grantor appoints Lender as attorney-in-fact, at any time necessary for performance. Lender's right to perform for Grantor shall not impair Lender's right to perform, which shall not preclude Lender from exercising any of Lender's security interest in any conveyance in the Property if such conveyance is discontinued or not carried out, or if necessary to protect Lender's security interest in the Property, including

MS; RELATED PROPERTY DEVELOPMENTS: Grantor agrees to comply with the terms of any leasehold or other arrangement which may be made by the Property, including a trust in a condominium or a joint venture, or any other form of ownership or control of the Property.

bank if any party obligated on the Secured Debt fails to make payment when due, which occurs under the terms of this Security Instrument or any other document executed by such party in favor of Lender relating to the Secured Debt. A good faith belief by Lender that Lender is obligated on the Secured Debt or that the prospect of any payment or shall also constitute a default.

om: instance, federal and state law will require Lender to provide Grantor with notice until may cause establish time schedules for foreclosure actions. Subject to these limitations, if required, Lender and for close this Security Instrument in a manner provided by law if

ny part of the agreed fees and charges, accrued interest and principal shall become
er giving notice, if required by law upon the occurrence of a default or anytime
ll be entitled to all the remedies provided by law, the terms of the Secured Debt, this
documents, including without limitation, the power to sell the Property.

in addition to any other permitted separate power of sale, the action to sell interest of Grantor at such time and place as Trustee designates. Trustee shall give timely, at the request of the Lender, advertising and notice to be highest bidder for cash and convey absolute title to the property to be sold as required by the

be extinguished by law. It shall make and deliver a deed to the Property to Lender first paying all fees, charges and costs shall pay to Lender all assessments and prior encumbrances and interest thereon, and the amount, if any, to Grandor. Lender may purchase the Property. The amount of the fact to set forth therein.

and the Lender is entitled to all remedies provided at law or by statute or may sue for payment or partial payment on the or after the issuance proceedings are filed shall not constitute a by existing default. By not exercising my remedy in Grandon's let the event a default if it continues or happens again.

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| 15. BUNDERS; ADDENDUMS ON LOAN. | BUNDERS; ADDENDUMS ON LOAN. | BUNDERS; ADDENDUMS ON LOAN. |
| 16. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. | ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. | ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. |
| 17. CONDEMNATION. | CONDEMNATION. | CONDEMNATION. |
| 18. INSURANCE. | INSURANCE. | INSURANCE. |
| 19. TAXES. | TAXES. | TAXES. |
| 20. OTHER. | OTHER. | OTHER. |
| 21. MISCELLANEOUS. | MISCELLANEOUS. | MISCELLANEOUS. |
| 22. SIGNATURES. | SIGNATURES. | SIGNATURES. |
| 23. NOTICES. | NOTICES. | NOTICES. |
| 24. GOVERNING LAW. | GOVERNING LAW. | GOVERNING LAW. |
| 25. FURTHER DOCUMENTS. | FURTHER DOCUMENTS. | FURTHER DOCUMENTS. |
| 26. CLOSING STATEMENT. | CLOSING STATEMENT. | CLOSING STATEMENT. |
| 27. CLOSING STATEMENT. | CLOSING STATEMENT. | CLOSING STATEMENT. |
| 28. CLOSING STATEMENT. | CLOSING STATEMENT. | CLOSING STATEMENT. |
| 29. CLOSING STATEMENT. | CLOSING STATEMENT. | CLOSING STATEMENT. |
| 30. CLOSING STATEMENT. | CLOSING STATEMENT. | CLOSING STATEMENT. |
| | | |

- 9. ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will exec his and Lender's interest in escrow.
- 10. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Grantor will provide to Lender upon request, any reasonably necessary documents or information that Lender may consider necessary to perfect, continue, and preserve Grantor's interest in the Property.
- 11. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSIONS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If one party signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to incite Grantor does not agree to be personal Lender and Grantor. Grantor agrees that Grantor or my party indebted under this Security Instrument may waive any rights that may prevent Lender from bringing any action or claim against me. These rights may include, but are not limited to, my insufficiency or incapacity to pay this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or my party to release Grantor from the terms of this Security Instrument or my party to the successors and assigns of Grantor and Lender.
- 12. APPLICABLE LAW; SEVERABILITY.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located. This Security Instrument is complete except to the extent that it conflicts with or contradicts oral agreements between the parties. Any section in this Security Instrument that conflicts with or contradicts any written agreement, if an section will be severed and will not affect the singular shall include the plural and the plural shall include the singular. The singular shall not be used to interpret or to sever any other section of this Security Instrument.
- 13. SUCCESSOR TRUSTEE.** Lender, as trustee without any other fiduciary relationship to the Property, shall succeed to all the title to the Property.
- 14. NOTICE.** Unless otherwise required by law, notices to the appropriate party's address for notices to one grantor will be deemed to be given by delivering it or by mailing it by first class mail to any other address designated in writing.
- 15. WAIVERS.** Except to the extent provided by law, Grantor waives all pre-emption and homestead exemption rights.
- 16. OTHER TERMS.** If checked, the following are applicable to this Security Instrument:
- Line of Credit. The Secured Debt is reduced to a zero balance, this Security Instrument will remain in effect until released.
 - Construction Loan. This Security on the Property.
 - Fixture Filing. Grantor grants to Lender a security interest in all fixtures that are or will become fixtures and any carpet, photographic or Crampon Code.
 - Riders. The covenants and agreements amend the terms of this Security as follows:
 - Construction Rider
 - Other _____
 - Additional Terms.

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SIGNATORIES: By signing below, Grantor agrees to be bound by the terms and conditions contained in the Deed of Security instrument and in any amendments. Grantor also acknowledges receipt of a copy of this document in transcript or the data stated in page 2.

Dated: 8/20/2012
Signature: PEDRO B. FERNANDEZ

8/3/12
(Date)

DARLENE

MENDIZ

(Date)

(Date)

(Signed)

(Date)

ACKNOWLEDGMENT:

STATE OF: COLORADO
(Signed) This instrument was acknowledged
by: (Signature)
Notary Public
Name: OFFICE OF THE
NOTARY PUBLIC
COUNTY: DENVER
Address: 1000 17th Street, Suite 1000
City: Denver
My commission expires:

CO NTI F
BY
NOTARY PUBLIC

(Notary Public)

(S)

(Signed)

CO NTI F
BY
NOTARY PUBLIC

(Notary Public)

(S)

TO TRUSTEE:

The undersigned is the holder of the note or other indebtedness secured by this Deed of Trust, which is delivered herby, and is referred to the person or persons designated below.

FED FOR RE
to be completed

CONVEYANCE
to be completed

Deed of Trust
is a full, final and
irrevocable conveyance
hereby directed to and
now held by you under this Deed of
Trust.

(Date)

Authorized Bank Signer:

EXHIBIT "B"

Lot 690, Block 104, M
in the County of Klamath,
Code 1 Map 3809-3318-
L 3400

STATE OF OREGON COUNTY OF KLAMATH

Bill date reported as requested

W.	January	AD 1999	on Title	Escrow	the	Recd.	day
	of	2000	3140	lock	M	and day recorded in Vol.	1999
FEE:	\$40.00						

Linda Smith, County Clerk