

Wid record of transfer:

Green Tree Financial
7652 SW Mohawk
Tualatin, OR 97062

State of Oregon
GT-15-94-090 (12/97)

LINE OF CREDIT TRUST

(With Future Advance Clause)

1. DATE AND PARTIES. The date and parties, their addresses and identification marks, if required, are as follows:

GRANTOR: Helene E. KIRK
CONCERNED: CONCERNED
KINNICK TELL
1500 SW 12th
Portland, OR 97204

If so desired, refer to the last acknowledged grant.

TRUSTEE: Mike Johnson

Attorney at Law

LENDER: GREEN TREE FINANCIAL
7652 SW MOHAWK,
TUALATIN, OR 97062

INCORPORATION

2. CONVEYANCE. For good and secure the Secured Debt (defined grants, conveya, and sell to the property).

GRANTOR grants, conveys, and sells to the

trustee confidence, the receipt and sufficiency of which is acknowledged, and to (or) and Creditor is authorized to set this Security Instrument. Grantor irrevocably grants, conveys, and sells to the trustee, in the name of the Creditor, with power of sale, the following described

PROPERTY: 6040 CLIMAX AVE., SEBAGO, ME

The property is located in

6040 CLIMAX AVE.

(Address)

Together will all rights, easements, rights, fixtures, and water, stock or now, or at any time in the future, be

granted, transferred, or otherwise disposed of, including all mineral rights, oil and gas rights, all water and riparian rights, structures, fixtures, and improvements that may be part of the real estate described above, all referred to as "Property".

CONCERNED DEED OF TRUST IN OREGON FORM
DRAFT STATION SOFTWARE, INC., 303 1/2 10TH, PORTLAND,

PHILADELPHIA, PA 19106 USA
THE TORATOR 01/1998

- 3. MAXIMUM CHARGING POWER.** The total principal amount charged in this Security Instrument at any one time shall not exceed \$ 232,130.00 and charges wholly made pursuant to the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
- 4. SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
- A. Debt incurred under the terms of all notes, contracts, guaranties or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is to borrower names, note amounts, interest rates, maturity dates, etc.)
 - B. Universal Note or Manufactured Home Purchase Contract, and Security Agreement executed by Buyers/Borrowers.
- The above obligation is due and payable to the date 360 months after final disbursement, if not paid earlier.
- C. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any preexisting note, contract, guarantee, or other evidence of debt executed by Grantor in favor of Lender executed after this Security instrument whether or not this Security instrument secures such advances. If more than one person signs this Security instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security instrument even though all or part may not yet be advanced. All future advances and other future obligations are 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 agreed to in a separate writing.
 - D. All obligations Grantor owes to Lender, which may arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrawn accounts incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other 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.
- 5. PAYMENTS.** Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 6. WARRANTY OF TITLE.** Grantor warrants that this Security instrument and has the right to title to the Property and its value and any other expenses incurred by Lender under the terms of the Secured Debt and this Security instrument.
- 7. PRIOR SECURITY INTERESTS.** With respect to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest in the Property, Grantor agrees:
- A. To make all payments when due and to inform or comply with all covenants of record.
 - B. To promptly deliver to Lender any notes, assignments, bills of exchange, or other documents or instruments of, or to request any future advances under any note, or agreement secured by the lien document without Lender's prior written consent.
- 8. CLAIMS AGAINST TITLE.** Grantor will defend title to the Property against all actions, assessments, liens, encroachments, lease payments, ground rents, or other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the title of this Security Instrument. Grantor agrees to assign to Lender, as expenses, Grantor may have against parties who supply labor or materials to maintain or improve the Property.
- 9. RIGHT ON SALE OR ENCUMBERANCE.** Grantor may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or consent for the creation of, any lien, encumbrance, transfer or sale restrictions imposed by federal law (12 C.F.R. 591), as applicable. This provision shall run with the Property and this Security instrument is retained.
- 10. PROPERTY CONDITION, ALTERATION AND MAINTENANCE.** Grantor will make all repairs that are reasonably necessary to prevent deterioration of the Property. Grantor will insure the Property against all contingencies and losses, including fire, theft, and damage by wind, water, and other causes.
- 11. INSPECTION.** Grantor will keep the Property in good condition necessary. Grantor shall not commit or allow any waste, impairment, or diminution of the Property without Lender's prior written consent. Grantor agrees that the diminution of the Property without Lender's prior written consent.

- 14. EXCUSES; ADVANCES ON CONSTRUCTION.** Notwithstanding any provision by law, Grantor agrees to pay all amounts due under this Security Instrument, and Lender will also pay all amounts due under this Security Instrument, including the amount of principal and interest, until paid in full at the highest interest rate, plus all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and interests under this Security Instrument. This amount may include amounts due under other documents or instruments which are part of this Security Instrument. This amount may include amounts due under other documents or instruments which are part of this Security Instrument.

15. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. 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 opinions or interpretive letters concerning the Properties, Substances, means any toxic, radioactive, hazardous, or potentially dangerous material, waste, pollutant or contaminant which has been generated, released, treated, stored, disposed of, handled, transported, or otherwise managed in any manner, including any substances defined as "hazardous wastes" or "hazardous substances" under Environmental Laws.

Grantor represents, warrants and agrees that:

 - A. Except as previously disclosed and actually stored or released on or in the Property, there are no materials generally recognized to be hazardous or potentially dangerous.
 - B. Except as previously disclosed and taken into account in full compliance with any applicable environmental laws, Grantor shall immediately notify Lender if or about the property or there is a violation of any environmental law.
 - C. Grantor shall take all necessary remedial action to correct any threatened investigation, claim, or proceeding relating to the release or violation of any Environmental Law.
 - D. Grantor shall immediately notify Lender of any threatened investigation, claim, or proceeding relating to the release of any Hazardous Substance or the violation of any Environmental Law.

16. CONDEMNATION. Grantor will give Lender written notice to purchase or take any or all of the Property, or to authorize Lender to intervene in Grantor's title to the proceeds of any award or claim for the Property. Such proceeds shall be considered an assignment of proceeds, is subject to the terms of this Security Instrument.

17. INSURANCE. Grantor shall keep Property and other hazards and risks reasonably associated with the Property, in the amounts and for the periods chosen by Grantor, subject to Lender's approval, described above. Lender may, notwithstanding the terms of this Security Instrument, require that insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall have the right to hold Lender all receipts of paid premiums to insurance carrier and Lender. Lender may not cancel any insurance policy unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to Lender's option. Any application of proceeds to principal shall not extend or exceed the amount of any payment. Any excess will be paid to the grantor. Grantor's right to any insurance policies and proceeds resulting from shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

18. ATTACHMENT, LIENS, ETC. Lender's interest in Grantor's interest in this Security Instrument is subject to Lender's lien, suspending, inspecting, protecting, or securing interest in the Properties, will bear interest from the date of the provision made, terms of the Secured Debt. Grantor agrees to collect, enforce or protect Lender's rights and interests under this Security Instrument, but is not limited to, attorney fees, court costs, and other legal expenses. Grantor agrees to pay for any recordation costs of this Security Instrument.

19. OTHER SUBJECT MATTER. As used in this section, (1) Environmental Law means 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 opinions or interpretive letters concerning the Properties, Substances, means any toxic, radioactive, hazardous, or potentially dangerous material, waste, pollutant or contaminant which has been generated, released, treated, stored, disposed of, handled, transported, or otherwise managed in any manner, including any substances defined as "hazardous wastes" or "hazardous substances" under Environmental Laws.

Lender, no Hazardous Substance is or will be located. This restriction does not apply to small quantities of Hazardous Substances used for the normal use and maintenance of the Property.

Lender, Grantor and every tenant have been, are, and will be bound by Environmental Law.

If a release or threatened release of a Hazardous Substance occurs on, under or in any Environmental Law concerning the Property. In such an event, Lender will accordance with any Environmental Law.

In writing as soon as Grantor has reason to believe there is any pending or threatened release of any Hazardous Substance or the violation of any Environmental Law.

prompt notice of any pending or threatened action by private or public entity through condemnation, eminent domain, or any other means. Grantor will be liable in any of the above described actions or claims. Grantor assigns to Lender all damages connected with a condemnation or other taking of all or any part of the property, as well as applicable provided in this Security Instrument. This is of any prior mortgage, deed of trust, security agreement or other lien against the property.

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

Grantor shall immediately notify Lender of cancellation or termination of the policies and renewals. If Lender requires, Grantor shall immediately give removal notices. Upon loss, Grantor shall give immediate notice to the party of loss, not to be immediately by Grantor.

proceeds shall be applied to the restoration or repair of the Property or to Lender's option. Any application of proceeds to principal shall not exceed or exceed the amount of any payment. Any excess will be paid to the grantor. Grantor's right to any insurance policies and proceeds resulting from shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- 11. ESCROW FOR TAXES AND INSURANCE.** Grantor shall pay to Lender funds (or taxes or insurance) received in a separate agreement. Grantor will not be liable to Lender upon payment of such amounts.
- 20. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Lender may provide to Lender upon request, any documents necessary to perfect, continue, and preserve Grantor's Lender's interest in the Property.
- 21. JOINT AND INDIVIDUAL LIABILITY.** This Security Instrument are joint and individual debt; Grantor does so only to mortgage holder does not agree to be personally liable. If Lender and Grantor, Grantor agrees to waive Grantor or any party indebted under the co-contract laws. Grantor agrees that Lender may change in the terms of this Security Instrument without notice to Grantor from the terms of this Security Instrument and benefit the successors and assigns of Grantor and Lender.
- 22. APPLICABLE LAW; SEVERABILITY.** jurisdiction in which Lender is located, or Property is located. This Security Instrument is created or modified by oral agreement, the Secured Debt that conflicts with applicable provisions by written agreement. If any action will be severed and will not affect the singular shall include the plural and this instrument are for convenience only and Time is of the essence in this Security Instrument.
- 23. SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than Property, shall succeed to all the title, power and rights of the predecessor Trustee by this Security Instrument and applicable law.
- 24. NOTICE.** Unless otherwise required by the appropriate party's address on the notice to one grantor will be deemed to be given to all grantors.
- 25. WAIVERS.** Except to the extent profit relating to the Property.
- 26. OTHER TERMS.** If checked, the following are applicable to this Security Instrument:
- Line of Credit: The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
 - Construction Loan: This Security Instrument creates an obligation incurred for the construction of an improvement on the Property.
 - Fixture Filing: Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future dedicated to the Property. This Security Instrument suffices as a financing statement for reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
 - Riders: The covenants and agreements contained in this Security Instrument are incorporated into and supplement and amend the terms of this Security Instrument.
 - Condominium Rider
 - Flats
 - Unit Deviations Rider
 - Other _____
 - Additional Terms.

20-85

SIGNATORIES: By signing below, Counter signatory and Grantor acknowledge receipt of this instrument and covenants contained in this instrument and in any copy of this instrument or its acknowledgment, executed by the other party.

(Signature) MARK E. HEENS

(Date)

(Signature) CAROLE M. STICK

(Date)

Signatory

(Date)

(Signature)

(Date)

ACKNOWLEDGMENT

STATE OF **Minnesota**

(Entered)

This instrument was acknowledged
by **M. E. Heens** on **July 10, 1987**

My commission expires: **Aug 1, 1988**



NOTARY PUBLIC
COMMERCIAL
SCHOOL
SIGNING, 30113
MEETINGS, 30113
ON

Carole Stick

Notary Public

ACKNOWLEDGMENT

STATE OF **Minnesota**

(Entered)

This instrument was acknowledged
by **C. M. Stick** on **July 10, 1987**

My commission expires: **Aug 1, 1988**

REQUEST FOR CONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or
obligation indicated herein, secured by this Deed of
Trust, which is delivered hereby, and is re-
turning to the person or persons legally entitled

to be compelled to pay the same in full.
I now release said note or notes, together with all
interest thereon, and I further release the property
described in this Deed of Trust, all the estate now held by you under this Deed of
Trust.

(Attached Back Signature)

(Date)

2076

HARVEY E. REEDS and CATHERINE M. SCHUCH

MORTGAGE

All of the property located at 1040 CLOUD ST.
City/Town/Village of Klamath Falls, in the
which the Borrower has an interest
particularly described on the schedule titled
hereeto as Exhibit A, together with
1021 mobile home, serial number:

The Borrower does hereby set forth the description
of the property after the Borrower has
signed the Mortgage.

County of Klamath, State of OR, in
or other legal interest. This property is more
Additional Property Description which is attached
interest in that certain LSS# 66 X 28

hereby authorizes the Lender or its assigns to obtain a more detailed property
description and to attach Exhibit A after the Borrower

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A parcel of land in the S. South, Range 9 East of the of Klamath, State of Oregon follows:

Beginning at a point where Climax Avenue intersects Odgen Street; thence East 1 mile of Climax Avenue and thence West 270 feet Odgen Street; thence North 1 mile of Odgen Street and beginning

ENDE 193 110 8909.1

1/4 N. 1/4 Section 1, Township 39
Villanetta Meridian, in the County
of, some particularly described as

the Southwesterly right of way line of
the Easterly right of way line of
along said southerly right of way
line of 20 feet thence South 75° 5'
to the Easterly right of way line of
along said Easterly right of way
line of 75' 5" feet to the point of

STATE OF OREGON COUNTY OF SISKIYOU

Filed for record at request of ASPIEN TITLE CO., INC. of A.D. LOGO, INC. of MOUGALES, Inc. 116 10/16/2011 10:30 AM P.M. I did my recording in Vol. 2270 on Page 2270.

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