

When recorded (day/mo/yr):

Green Tree Financial
7662 SW Mohawk
Tualatin, OR 97062
State of Oregon

GI-15-38-030 (12/97)

Space Above This Line For Recording Data

LINE OF CREDIT DEED OF TRUST

(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is January 13, 1999.....
and the parties, their addresses and tax identification numbers, if required, are as follows:

GRANTOR: KRISTINE E. CRAVEN
7325 HAGAR WY
ELIZABETH VALIS

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

TRUSTEE: Mike Bohanica, attorney at law

LENDER: GREEN TREE FINANCIAL HOLDING CORPORATION
7662 SW MOHAWK
TUALATIN, OR 97062

2. CONVEYANCE. For good and valuable consideration, no receipt or sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for its benefit of Lands, with power of sale, the following described property:

St. No. 8919 Description: Lot 1, Phase III

The property is located in Tualatin, Oregon, 97062.
7325 HAGAR WY
(Address)

Together with all rights, easements, rights, ditches, and water, stock and now, or at any time in the future, be appurtenant to the above described property, including all fixtures, structures, fixtures and replacements that may be made to the real estate described above (hereinafter referred to as "Property").

OREGON - DEED OF TRUST (NOT FOR RECORD)
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HMGIC FORM CR-V1 USE
H-1112-AZ-R 4-20-96

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3. MAXIMUM OBLIGATION LIMIT: The total principal amount secured by this Security Instrument at any one time shall not exceed \$.....1,592,0.96.....

and charges similarly made pursuant to the terms of this Security Instrument.

This limitation of amount does not include interest and other fees and charges similarly made pursuant to the terms of this Security Instrument. Also, this limitation does not apply to advances made under prior to 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 of below and all their extensions, *suggested that you include items*

The term "Secured Debt" is defined as follows:
All promissory note(s), contract(s), guaranty(s) or other evidence of debt described below, and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is such as borrower's names, note amount, interest rates, maturity dates, etc.)

Universal Note, or Manufactured Home Residential Installation Contract and Security Agreement executed by Buyers/Borrowers.

The above obligation is due and payable on the date 180 months after final disbursement, if not paid earlier.

- B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Grantor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or returned by any one or more Grantors; 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.
- 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 overdrawn accounts relating to any 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.

5. PAYMENT: 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 Grantor it or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to revocably grant, convey, and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

7. PRIOR SECURITY INTERESTS: 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.
- B. To promptly deliver to Lender any notices that Grantor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the liens document without Lender's prior written consent.

8. CLAIMS AGAINST TITLE: Grantor will pay all taxes, assessments, fees, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipt evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the term of this Security instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claim or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

9. DUE ON SALE OR ENCUMBRANCE: Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 901), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security instrument is released.

10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION: Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not warrant or allow any wash, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the terms of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not

permit any changes in my license, restrictions, liability, or other conditions, proceedings, etc.

Lender or Lender's agents may, at Lender's
the Property. Lender shall give Tenant no
the inspection. Any inspection of the Prop-
Lender's inspection.

Government's claim of Wilson Lester's prior written consent. Lester will appear at Custer, and thereby less damage to the property.

Property at any reasonable time for the purpose of inspecting or reviewing an inspection specifying a reasonable purpose for the Leader's benefit and Grantor will in no way rely on

fails to perform any duty or any of the covenants contained in this Security
Agreement or cause them to be performed. Grantor appoints Lender as attorney-in-
fact necessary for performance. Lender's right to perform for Grantor shall not
be construed to limit or preclude Lender from exercising any of Lender's
trousseau. If, after consideration on the Property, is discontinued or not carried on
as necessary to protect Lender's security interest in the Property, including

11. AUTHORITY TO PERFORM. If Grantor
Instrument, Lender may, without notice, per-
fect to sign Grantor's name or pay any amo-
ounts or obligations to perform, and Lender
other rights under the law or this Security
in a reasonable manner; Lender may take an
completion of the construction.

12. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENT. Provisions of my lease if this Security is part of a planned unit development. Grantor will perform condominium or planned unit development.

13. **DEFALKT.** Grantor will be in default if Grantor will be in default if a breach occurs for the purpose of creating, securing or guarantee is insecure with respect to any person or the value of the Property is impaired, shall also

14. REMEDIES ON INFRACTION. In some instances of the right to cure or other notice and may any, Lender may accelerate the Secured Debt if the Debtor is in default.

At the option of Lender, all or any part of
immediately due and payable, after giving
hereinafter. In addition, Lender shall be entitled
Security instrument and any related documents.

If there is a default, Trustee shall, in addition, sell the Property as a whole or in separate parcels free and clear of all right, title and interest, notice of sale including the time, terms and applicable law in effect at the time of the process.

Upon sale of the property and to the extent not paid which conveys absolute title to the purchaser, advanced for repairs, taxes, insurance principal and interest on the Secured Debt, payment's in any deed of conveyance shall be prima

All recitals are distinct, cumulative and not
equity, whether or not expressly set forth. The
Security Debt after the balance is due there is a
waiver of Lender's right to require complete
details; Lender does not waive Lender's right to

y party delighted at the Secured Debt fails to make payment when due under the terms of this Security Instrument or any other document executed concerning the Secured Debt. A good faith belief by Lender that Lender is at any time obligated on the Secured Debt, or that the prospect of any payment or

es, federal and state law will require Lender to provide Grantor with notice and establish time schedules for foreclosure actions. Subject to these limitations, if and before foreclosing this Security Instrument in a manner provided by law if

be agreed from time to time, account interest and principal shall become
due if required by law upon the occurrence of a default or anytime
to all the parties provided by law, the terms of the Secured Debt, this
dealing without limitation, the power to sell the Property.

To buy other permitted property, at the request of the Lender, advertise and sell at public auction to the highest bidder for cash and convey absolute title from Grantor at such time and place as Trustee designates. Trustee shall give notice of sale and a description of the property to be sold as required by the sale.

prohibited by law, Lender shall file and deliver a deed to the Property after paying all fees, charges and costs, shall pay to Lender all amounts and prior taxes, leases and interest accrued, and the if any, to Grantor. Lender may purchase the Property. The sole evidence of the facts set forth in this

inclusive, and the Lender is entitled to all remedies provided at law or
in accordance with the terms of this Note. Any suit for payment or partial payment by the
Lender or any other proceedings are filed shall not constitute a
confession of default. By my exercising my remedy in Grantor's
favor, I do not waive my right to sue for a larger amount.
I further agree that if Grantor fails to pay the principal amount of this Note
and the interest thereon when due, I will pay the Lender's attorney fees and costs
incurred in collecting the same.

- 15. EXCISES; ADVANCES.** If prohibited by law, Grantor agrees that Grantor will also pay, otherwise, preparing the Property a payment paid in full of the fees to pay all costs and expenses incurred this Security Instrument. This interest expense. This Security Instrument is subject to such release.
- 16. ENVIRONMENTAL LAWS AND REGULATIONS.** 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 Hazardous Substances means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous wastes" or "hazardous substances" under any environmental law.
- Grantor represents, warrants and agrees at:
- Except as previously disclosed or stored or released on or in the Property that are generally recognized to be appropriate for the normal use and maintenance of the Property, Grantor acknowledges in writing to Lender, Grantor and every tenant have been, are, and any applicable Environmental Law.
 - Except as previously disclosed and shall remain in full compliance with Lender if a release or threatened release of a Hazardous Substance occurs on, under violation of any Environmental Law concerning, the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.
 - 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 give Lender priority of any pending or threatened action by private or public entities to pursue or take any or all of the proceeds of any award or claim Lender the proceeds of any award or claim the Property. Such proceeds shall be considered payment and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 18. INSURANCE.** Grantor shall keep Property insured against loss by fire, flood, tornado, earthquakes, hurricanes, theft maintained in the amounts and for the periods by Grantor subject to Lender's approval described above. Lender may increase to the terms of this Security Instrument.
- All insurance policies and renewals shall where applicable, "loss payoff clause." Lender shall have the right to require Lender all receipts of paid premiums insurance carrier and Lender. Lender may require 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 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 damage to the Property before the acquisition.

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- 19. ESCROW FOR TAXES AND
PROPERTY TAXES.** Grantor agrees to pay to Lender such taxes and insurance premiums as are otherwise provided in a separate agreement. Grantor will not be liable for taxes and insurance premiums which are not otherwise provided in a separate agreement.
- 20. FINANCIAL REPORTS AND
STATEMENT OF INFORMATION.** Grantor will provide to Lender upon request, any financial statement or information, additional documents or certificates, or obligations under this Security Instrument.
- 21. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS.** All duties under this Security Instrument are joint and several. Grantor does so only to the extent that Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees that Lender may consider necessary to perfect, continue, and preserve Grantor's interest in the Property.
- 22. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent that the Security Instrument is incomplete or modified by oral agreement. Any section in this Security Instrument that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the section of this Security Instrument to be enforced according to its terms, and the enforceability of the remainder of this Security Instrument. Whenever used, the plural includes the singular. The captions and headings of the sections of this Security Instrument are for convenience only. 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 the designation in writing. The successor trustee, without conveyance of the title and rights conferred upon Trustee by this Security Instrument and applicable law, may from time to time remove Trustee and appoint a successor trustee without conveyance of the title and rights conferred upon Trustee by this Security Instrument and applicable law.
- 24. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on file with this Security Instrument or to one grantor will be deemed sufficient to all grantors.
- 25. WAIVERS.** Except to the extent prohibited by law, Grantor waives all homestead exemption rights relating to the Property.
- 26. 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 Instrument secures 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 and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement if any reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
 - Riders. The covenants and agreements amend the terms of this Security Instrument.
 - Condominium Rider
 - Planned Unit Development Rider
 - Other _____

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SIGNATURES: By signing below, Grantor and Grantee acknowledge its receipt

of the terms and conditions contained in this Security Instrument and in any instrument on the date set forth on page

(Signature) KRISTINE E. CARLETON

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

ACKNOWLEDGMENT:

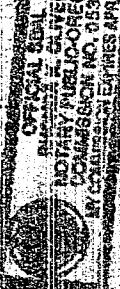
STATE OF Oregon
This instrument was acknowledged
by KRISTINE E. CARLETON
My commission expires: 4/10/

OCT 1 1991 KRISTINE E. CARLETON

before me on the day of October,

1991.

Notary Public



ACKNOWLEDGMENT:

STATE OF Oregon
This instrument was acknowledged
by KRISTINE E. CARLETON
My commission expires:

OCT 1 1991 KRISTINE E. CARLETON

before me on the day of October,

1991.

Notary Public

RE: DEED FOR SECURITY
TO TRUSTEE:

The undersigned is the holder of the note, debt, or obligation secured by this Deed of Trust, which is delivered hereby, and to return to the person or persons legally entitled

DEED FOR SECURITY

to be corporeal and personal property.

notes secured by this Deed of Trust. Said note or notes, together with all interest thereon, have been paid in full. You are hereby directed to cancel this Deed of Trust, without warranty, all titles to now held by you under this Deed of Trust.

(Authorized Bank Signature)

(Date)

EXHIBIT A

22-511

Lots and 11 and 12
hereof on file in
Oregon. Code 89 3909-12DA-T
in Hager Acres, according to the official plat
in the office of the County Clerk of Klamath County,

400

STATE OF OREGON COUNTY OF KLAMATH

Filed to record at request of

or January A.D. 1999

Fee \$40.00

Recording Title	Book	Page	the	25th	day
at 3:30 P.M.	o'clock	and duly recorded in Vol.	M99		
Montague	on Page	2505			

Linda Smith, County Clerk

by *Linda Smith*