

IT IS MUTUALLY AGREED THAT:

1. In the event of non-payment of the principal or interest due or necessary to satisfy the payment of any sum secured or to declare default, this Trustee shall receive all or any part of the property or balance so secured by the person entitled thereto.
2. Upon the occurrence of an Event of Default, and upon written request of Beneficiary, Trustee shall apply the proceeds of any sale of the property, in accordance with the terms and conditions set forth in this Deed of Trust, to the payment of the principal and interest due or necessary to satisfy the payment of any sum secured hereby, and such amount shall be paid to Beneficiary if he applies for such obligations.
3. This Trustee shall not waive its right to require payment when due of any sum secured by this Deed of Trust to the person entitled thereto on written request of the Beneficiary or the Grantor.
4. Upon the occurrence of an Event of Default, the highest bidder, Trustee shall apply the proceeds of the sale of the property, in accordance with the terms and conditions set forth in this Deed of Trust, to the payment of the principal and interest due or necessary to satisfy the payment of any sum secured hereby, and such amount shall immediately become due and payable. In such event as follows: (1) to the expenses of sale, including a reasonable Trustee's fee and (2) to all persons having recorded liens subsequent to the interest of the Trustee; (3) To all persons having recorded liens subsequent to the interest of the Trustee; (4) A sum up to any, to the Grantor of the Trust Deed or to the successor defined below, to the person entitled thereto on written request for reconveyance made by the Beneficiary or the Grantor.
5. Trustee shall deliver to this purchaser at the time of sale, a copy of this Deed of Trust, and such other documents as may be required by law.
6. Restatement: the Grantor shall have the right to rescind this Deed of Trust discontinued at any time prior to the Agreement Foreclosing this Deed of Trust. The conditions for reinstatement are that: (a) the Grantor pays off sums which would then be due under the Agreement and this Deed of Trust; (b) no acceleration has occurred; (c) pay all costs and expenses actually incurred by Bank/Beneficiary in enforcing this Deed of Trust, including, but not limited to reasonable trustee's fees and attorney's fees, to the extent permitted by applicable law. Upon reinstatement this Deed of Trust and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, the reinstatement right shall not apply in the case of acceleration.
7. The power of sale conferred by this Deed of Trust and by the Trust Deed Statutes of the State of Oregon is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
8. In the event of the death, incapacity or disability of Beneficiary, the power of appointment in the mortgage records of the county with all powers of the original trustee. The trustee is not obligated to act or proceed in which Grantor, Trustee or Beneficiary shall be party unless such action or proceeding is brought by the Trustee.
9. Each of the following, at the option of Beneficiary, shall constitute an event of default ("Event of Default") under this Deed of Trust: (a) Grantor commits fraud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Beneficiary's rights in the collateral. (d) Grantor fails to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of holder of another lien, or the use of funds or the dwelling for prohibited purposes.
10. This Deed of Trust applies to, interests in the dwelling, creation of a lien on the dwelling without our permission, foreclosure by the administrators, executors, successors and assigns of the term Beneficiary secured hereby, whether or not named in this Deed of Trust.
11. Applicable Law: This Deed of Trust has been delivered to Benefitary and accepted by Benefitary in the State of Oregon. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Oregon.
12. Any Grantor who is not a borrower under the Agreement shall not be personally liable for the obligations under the Agreement and is only signing for the real property identified herein and agrees that Benefitary and any borrower under the Agreement may extend, modify, foreclose, or make any other arrangement or modification to the Agreement or Deed of Trust without your consent and
13. To the fullest extent permitted by law, Grantor releases and waives all rights and interests in the homes and

THIS INSTRUMENT WILL NOT ALLOW FOR THE USE OF LAWS AND REGULATIONS, BEFORE SIGNING
YOU SHOULD CHECK WITH THE APPROPRIATE CITY OR

Finally, I certify

STATE OF OREGON

County of Klamath : ss.

I certify that I know or have satisfactory evidence

presence and acknowledge it to be (his/her/their) free

Date: 11-25-09

ACKNOWLEDGMENT BY INDIVIDUAL



OFFICIAL SEAL
COUNTY OF KLAMATH

NOTARY PUBLIC FOR THE STATE OF OREGON

CERTIFICATE NUMBER: 306600

ISSUED: NOVEMBER 11, 2001

EXPIRES DECEMBER 31, 2002

RE-APPOINTMENT

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