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WHEN RECORDED MAIL TO:

Western Credit Services 81 E. Stewart Ave. Medford, OR 97501

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\*This document is being re-recorded to correct legal description

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

#### DEED OF TRUST

THIS DEED OF TRUST IS DATED MARCH 5, 1999, among Teresa M. Anderson, as Tenants by the Entirety, whose address is 1130 California Avenue, Klamath Falls, OR 97601 (referred to below as "Grantor"); Western Credit Services, whose address is 81 E. Stewart Ave., Medford, OR 97501 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and FIDELITY NATIONAL TITLE INSURANCE CO., whose address is 11707 SE 40TH AVE., MILWAUKIE, OR 97222 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary at of Scantors regit. The and interest in and to the following described real property, together with all existing or subsequenty erected or arrived boundings, improvements and fixtures, all easements, rights of way, and appurterances; all water water rights and of the hights including stock in the swith dich or impation rights; and all other rights, ricyalties, and profits relating to the real property, including without limitation or impression of the swith dich and similar matters. **Iocated in Klamath County, State of Oregon (the "Real Property")**:

Lot 9 in Block 110 of BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, according to the Official Plat thereof on file in the Office of the County Clerk of Klamath County, Oregon (DCM)

EXCEDING THEREFROM the WESTERLY 55FET THEREOF

The Real Property of its address is commonly known as 1130 California Avenue, Klamath Falls, OR 97601. The

Real Property tax identification number is R366954.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust, all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property, in addition, Grantor glants Lender a Cofford Commercial Code security interest in the Rents and the Personal Property defined below

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined to this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mea, amounts in lawful money of the United States of America.

Beneficiary. The word "Beneficiary" means Western Credit Services, its successors and assigns. Western Credit Services also is referred to as "Lender" in this Deed of Trust

Daed of Trust. The words "Deed of Trust" mean this Line of Crodit Instrument among Grantor, Lender, and Trustee, and includes without imitation all assignment and security interest provisions relating to the Personal Proporty and Rents.

Existing Indebtedness. The words "Existing indebtedness" mean the indebtedness described below in the Existing indebtedness section of this Oped of Trust.

Grantor. The word "Grantor" means any and all persons and entities executing this Deed of Trust, including without limitation Teresa M

The word "Guarantor" means and includes without limitation any and all guaranios, surelies, and approximonation parties in connection with the Indebtedness.

Improvements. The word "improvements" means and includes without limitation all existing and future improvements, buildings, structures, include homes affixed on the Real Property, facilities, additions, repracements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable finder the Note and any amounts expended or advanced by Leader to discharge obligations of Grantor or expenses incurred by Trustee or Leader to entorce obligations of Grantol under this Deed of together with interest on such amounts as provided in this Deed of Trust

Lender. The word "Lender" means Western Credit Services, its successors and assigns

Note. The word "Note" means the Note dated March 5, 1999, in the principal amount of \$22,706.00 from Granton to Lender together with all renewals, extensions, modifications, refinancings, and substrutions for the Note. The maturity date of the Note is March 9, 2006. the rate of interest on the Note is subject to indexing, adjustment, renewal, or renegobation

Personal Property. The words "Personal Property" mean all aguipment, fixtures, and other articles of personal property now or hereafter owned by Granter, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of and all substitutions for, any of such property; and together with all proceeds (including without unitation are insurance proceeds and records of premiums) from any sale or other disposition of the Property

Property. The word "Property" means collectively the Real Property and the Personal Property

Real Property. The words "Real Property" mean the property, interests and rights described above in the Conservation and Grand Section

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, load agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whather now or nereafter existing, executed in connection with the Indebtedness.

Rents. The world "Hents" means all present and future rents, revenues, income, issues, royalties, profits, and other penefits demed from the Ргорену

Trustee. The word "Trustee" means FIDELITY NATIONAL TITLE INSURANCE CO. and any substitute or successor trustees

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDESTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLICATIONS OF GRANTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor sharlpay to Lender at amounts secured by this Deed of Trust as they become due, and shall strictly and in a fimely manner perform all of Granton's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Granter agrees that Grante is possession and use of the Property shall be governed by the following provisions

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Possession and Use. Until the occurrence of an Event of Dafault, Grantor may (all remain in possession and control of the Property (b) use operate or manage the Property, and (c) collect any Rents from the Property. The following provisions relate to the use of the Property or to other imitations on the Property. THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FERTILE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST LARMING OR FOREST PRACTICES AS DEFINED IN ORS 20.000.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs repracements, and maintenance

Hazardous Substances. The terms "hazardous waste," "hazardous substance. "disposal" Treease I and "threatened release" as used in this Deed of Trust, shall have the same meanings as set forth in the Comprehensive Environmental Rescorbe. Comprehensive Environmental Rescorbe. Comprehensive Comprehensive Environmental Rescorbe. Comprehensive Comprehensive Environmental Rescorbe. Comprehensive C conducted in compliance with all applicable faderal, state, and focal laws, regulations and ordinances, including without similation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and regulations, and ordinances described above. Grantor authorizes Lender and its ager to to enter upon the Property to make sluch inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Tush. Any inspections or rests made by Lender shall be for Lendar's purposes only and shall not be construed to create any responsibility on the part of Lendar's purposes only and shall not be construed to create any responsibility on the national person. The representations and warranties contained here have taked on 3 a thors due obligance in avestigating the Property for hazardous waste and huzardous substances. Grantor hereby a remassed a 1 Malays and Judie paints against any end all ordinary productions in the event Grantor becomes liable for cleanly or other losis Judie and Lucin await and it is agreed to indemnify and nordinarities. Lender against any and all drains losses, habitities damages penaries, and expenses which ends may drectly or formal productions of the second of the Deed of Trust including the obligation to indemnify, shall survive the payment of the Indepthdress and the satisfaction and econdervance of the Deed of Trust including the obligation to indemnify, shall survive the payment of the Indepthdress and the satisfaction and econdervance of the lend this Deed of Trust and shall not be affected by Lender's adquisition of any interest in the Property. Whether by tolenosurion of cherenise this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether his foreclosure or otherwise

Nuisance, Waste. Grantor shall not cause, conduct or permit any horsance nor commit, permit or suffer any stripping of or waste of the Property. Vithout limiting the generality of the foregoing. Grantor will not remove or grant to any other party the right to remove any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property A thou the prior written consent or Lender. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfacion to Lender to replace such improvements with improvements of at least equal value

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to latend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions or this Deep of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws ordinances, and regulations, now or release or effect, or all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good raith air, such law ordinance or regulation and withhold compliance during any proceeding, including appropriate appears, so long as Grantor has notified Lender's witting prior to doing so and so long as, in Lender's sole opinion. Lender's interests in the Property are not leodardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect uplider's interest

Duty to Protect. Grantor agrees heither to abandon confease unattended the Propert. Granton shall do all other wats in addition to link selects set forth above in this section, which from the character and use of the Property are reasonably necessary to profest and bleserve the Property

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immadiately due and payable bill sums secured by this Deed of Youst upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A sale or transfer, means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable. Whether voluntary or or transfer" means the conveyance of Heal Property or any right, title or interest therein; whether legal, beneficial or equitable. Anether voluntary or involuntary, whether by outright sale, deed, installment sale contract, and contract for deed, leasehold interest with a form greater than three (3) years, lease-option contract, or by sale, assignment, or fighter of any beneficial interest in or to any lend trust holding the to the Real Property, or by any other method of conveyance of Real Property interest. If any Granfor is a corporation, partnership or limited liability company, it tarrefer as includes any change in ownership of more than twenty-live percent (25%) of the voting stock, partnership interests or similed liability company in terests as the case may be, of Granfor. However, this option shall not be exercised by Lendar if such exercise is prohibited by federal (a.v.) by Oregon (a.v.).

TAXES AND LIENS. The following profisions relating to the taxes and liens on the Property are a part of this Deed of Trust

Payment. Grantor shall be / when due land in all events prior to delinquency all tilixes, special taxes, assessments, charges, including water and usewer), these and impositions levied against or on account of the Property, and shall bay when due all chains for work point on its services rendered or material furnished to the Property. Grantor shall maintain the Property three of all liens having priority over or equal to the interest of Lander under this Deed of Trust, except for the lien of taxes and assessments not due, except for the existing indeptie sheets, effected to believe and except as otherwise provided in this Deed or Trust

Right To Contest. Grantor may withhold payment of any lax inssessment, or claim in connection with a good faith dispute over the obligation to Right 10 Contest. Grantor may withhold payment of any tax inssessment, or craim in connection with a good faith disjuite over the obligation to pay, so long as Lender's interest in the Property is not expandized. If all en arises or is filed as a result of conpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed within fifteen into days after the lien arises or, if a lien is filed within fifteen into days after Grantor his collection to the filing, secure the juscharge of the lien, or interested by Lender deposit with cender cash or a sufficient corporate surely bond or place security shiftsatory to cender in an amount sufficient to discharge the lien plus any costs and afterneys' fees or other charges, that could account as a result of a foreclosure or sale under the lien. any contest. Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Propert, name Lender as an additional obligee under any surety bond furnished in the contest propeedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement or the taxes and assessments against the

Notice of Construction. Grantor shall notify Lender at least lifteen (15) days before at y work is commenced, any secrees are turnished or any materials and the dost exceeds \$5,000.00. Grantor will upon request of Lender furnish to lender advance are until attention and the work services or inaterials and the dost exceeds \$5,000.00. Grantor will upon request of Lender furnish to lender advance are until attention. that Grantor can and will pay the cost of suc i improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Disea of Trest

Maintenance of Insurance. Grantor shall produre and maintain policies of fire insurance with standard extended deverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid addition of any consurance clause, and with a standard micritagee clause in favor of Lender, together with such other hazard and liability insurance as used or may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued or a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender will get veriful ender from the to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that deverages will not be cancelled or on missing without at east termitor will be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become indicate a designated by the Director of the Federal Emergency Management Agency as a special fined hazard area. Grantor agrees to obtain and maintain Federal Flood Insulance for the full unpaid principal bulance of the lican, up to the maximum policy limits set under the National Plocd insulance Program, or as otherwise required by Lender, and to maintain such insulance for the fearm of the loan. Maintenance of Insurance. Grantor shall produce and maintain policies of fire insurance with standard extended doverage endorselten sign a

Application of Proceeds. Grantor shall promptly notify Lender of any icss or damage to the Property of the estimated post Application of Proceeds. Grantor shall promptly notify Lender of any licss of samage to the Property in the estimated bost of replan of replacement exceeds \$500.00. Lender may make proof of ioss if Grantor fails to do so within fifteen 15 days of the casuary. Whether of not cander's security is impaired. Lender may, of its election, receive and refain the proceeds of any insurance and apply the procecds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of Lender elects to apply the proceeds to restoration and repair. Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender.

## DEED OF TRUST (Continued)

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Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of replan or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not conimitted to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal basence of the indeptechess. If Lender holds any proceeds after payment in full of the Indeptechess, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Unexpired Insurance at Sale. Any unexpired insurance shall insure to the benefit of land pass to, the pulchaser of the Property covered by this Deed of Trust at any trustee's sale or other sale held under the provisions of this Deed of Trust for at any foreclosure sale or such Property.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness unall constitute compliance with the insurance provisions under this Deed of Trust, to the extent compliance with the terms of this Deed of Trust would constitute a publication of insurance requirement. If any proceeds from the insurance become payable or loss, the provisions in this Deed of Trust for division of proceeds shall apply only to that protection of the proceeds not payable to the holder of the Existing Indebtedness.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Deed of Trust including an abligation of maintain to sting addeddedness in good standing as required below or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to take any action that Lender is address appropriate. An amount that conder expends in soldoning will bear interest at the rate provided for in the Note from the date incline 3 or paid to be case of the Note and be able of repairment by Granton Ali such expenses, at Lender's option, will rate be payable or demand. (b) be added to the parance of the Note and be applicable among and Decayable with any installment payments to become due during either. In the term of any applicable insurance of the Note and be emaining form if the Note, or (b) be treated as a balloon payment which will be due and payable at the Note's maturity. This Deed of Trust and will secure the emaining form these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which center may be entitled on account of the default. Any such action by Lender shall not be constricted as curing the default so as to har Lender from an inspect that it of netwer would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of this Property are a part of this Deed of Truss

Title. Grantor warrants that [46] Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and endumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or night title insulance policy, title report, or final title opinion issued in favor of, and accepted by Lender in connection with this Deep of Trust and Lib. Glantor has the full right, power and authority to execute and deliver this Deep of Trust to lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the to the Property against the lawful claims of all persons. In the event eny action or proceeding is commenced that guestions Grantor's the or the life est of frust. Grantor shall defent the action at Grantor shall person at Grantor shall be antitled to participate in the proceeding and to be represented in the proceeding by counsel of Lenders own impose, and Grantor will deliver, or says to be delivered, to Lenders such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Granton's use of the Property combines with a lexisting applicable laws, ordinances, and regulations of governmental juthorities.

EXISTING INDEBTEDNESS. The following provisions concerning existing indeptedness the lexisting indebtedness: are a part of this Teed of Tilds:

Existing Lien. The lien of this Deed of Trust securing the Indebtedness may be secondary and inferior to an existing lien. Grantor explicitly coverants and agrees to pay for sec to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, and calculationed the instruments evidencing such indebtedness, or any default under any security discuments for such indebtedness.

Default. If the payment of any installment of principal or any interest on the Existing Dideotedness is not made within the time, equired out the note evidencing such indebtedness, or should a default occur under the instrument secting such indebtedness and not be durabled applicable grace period therein, there at the option of Lender, the indebtedness sectind to this Deed of Trust shall be underault.

No Modification. Grantor shall not enter into any agreement with the hulder of any nutrigage, deed of flust, or other vacunty agreement which has priority cheritus. Deed of Trust by which that agreement is modified, amended, extended, or enewed without the prior written consent of Lendar. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lendar.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust

Application of Net Proceeds. If all or any part of the Property is condemned by eminer tidolinain proceedings of by articlic seeding of buildnass in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to, the indebtedness or the receiver or restoration of the Property. The net proceeds of the award shall mean the award after payment of an rear unable costs, expensely and aftorneys fees incurred by Trustee or bender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly holify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by coursel of its own choice, and Granto is in deriver or cause to be delivered to Lendar such instruments as n'ay be requested by it from time to line to germit such carticipation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following circuis onsholding in advernmental faxe lifes and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Dead or Trust and taxe whatever other action is requested by Lender to perfect and continue Lender's ren on the Real Property. Grantor shall empoure Lender to be taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Dead or Trust linguishing without critical or all taxes, tees, documentary stamps, and other charges for recording or registering this Dead of Trust.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific hax upon this type of Deed of Trust or ucon all or all xipart of the Indebtedness secured by this Deed of Trust; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the center or the holder or the Note; and it dis appendic tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust this event shall have the same effect as an Event of Default (as defined below), and Lerider may exercise any or all of its available remedies for an Event of Default as provided below unless. Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and wiens section and negosits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Londer.

SECURITY AGREEMENT: FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust.

Security Agreement: This distrument shall constitute a security agreement to the extent any of the Property constitute, tixtures of other personal property, and use decisional have all of the rights of a secured party under the Uniform Commercial Cude as amended from time to time.

Security Interest. Upon request by Lunder Grantor shall axecute financing statements and take whatever other action is requested by using a to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place Leadonably convenient to Grantor and Lender and make it uvailable to Lender within three (3) Just after receipt of written demand from Lender.

Addresses. The mailting addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as equired by the Uniform Commercial Code) are as stated on the first page of this Deed or Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-tact are a cart of the Deep of Trust

Further Assurances. At any time, and from time to time, upon request of Lander, Glantor will make, execute and deriver iblied, cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be fried, recorded, as the rase may be, at such times and in such offices and places as Lender may deem appropriate, any, and all such mortgages, and other documents, security deeds, security agreements, financing statements, continuation statements instruments of further assurance, certificates and other documents as may, in the sole ripinion of Lender, be necessary or desirable in order to effectuate complete, certificates or preserve. (a) the obligations of Grantor under the Note, this Deed of Trust, and the Related Decuments, and it the lens and security interests created by this Deed of Trust on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the

# DEED OF TRUST

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contrary by Lender in writing. Grantor shall reimburse Lander for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender his root so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor herebilistrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making executing, delivering, filling, recording, and doing all other things as may be necessary or desirable in Lender's sole opinion to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement or file evidencing Lender's security interest in the Rents and the Personal Process. An ineconveyance lee required by law shall be paid by Grantor, if permitted by applicable law.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default" under this Deed of Trust

Default on Indebtedness. Failure of Grantor to make any payment when due on the indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance or any other payment necessary to prevent filling of or to effect discharge of any lien.

Compliance Default. Failure of Granfor to comply with any other ferm, obligation, our enant of condition contained in this Dred of Trush the Note or in any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to clender by coon behalf of Granfor under this dieed or if us the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Deed of Trust or any of the Related Documents classes to by in full tope and integral including lacule of any collateral documents to create a valid and perfected security interest or ien) at any time, and for any reason

Death or insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a leceiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workbut, or the commence nent of any proceeding under any pankhuptcy or insolvency away by or against Grantor.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or toriettire proceedings, whether by update a cleeding ser-time repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Process. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or to efficiency proceeding, provided that Grantor gives Lander written holice of such plain and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor under the terms of any other aureement between Grantor and Lenger that is not remedied within any grade period provided therein, including without irrilation any agreement occidencing any indebtedness or other obligation of 3 antor to certifier, whether existing how or later.

Events Affecting Guarantor. Any of the preceding events occurs with lespect to any Buarantor of any of the indeptedness or any Guarantor of es or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indeptedness livenger at its option image out shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and lindoing scillower the Event of Default.

Existing Indebtedness. A default shall occur under any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or commendement of any suit or other action to foreclose any existing lien on the Property.

Right to Cure. If such a failure is curable and if Grantor has not been given a notice of a breach of the same procusion of this Deed or 1,3% within the preceding twelve (12) months, it may be cured, and no Event of Default will have occurred) if Grantor, after century sends wither notice demanding dure of such failure: (a) cores the failure within fifteen (15) days; or in bird the cure requires more than fifteen (15) days immediately initiates steps sufficient to cure the failure and thereafter continues and compretes all reasonable and necessary steps sufficient to produce compilance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter. Tustee of Lender, at its option, may exercise any undid not more of the following rights and remedies, in addition to any other rights or remedies provided by law.

Accelerate Indebtedness. Lender shall have the right at its option without notice to prantor to beclare the either indeptedness, immediates due and payable, including any prepayment penalty which Grantor would be required to pay

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to forecrose by notice and sale, and we have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosed by judicial foreclosure, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for the amount of the lungard barance of the judgment.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured part, under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without richce to Grantor to take possession of a dimanage the Property and collect the Rents, including a mounts past due and unpaid, and apply the net proceeds, over and above lender's costs, against the indepreted on this right. Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to lender if the Rents are portected by Lender then Grantor irrevocatly designates Lender as Grantor's attorney in-fact to endorse not unment remember on payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to be deriver sponse to lender and shall satisfy the obligations for which the payments are made, whether or not are propelling for the demand existed. I ender may exclude its rights under this subparagraph either in person, by agent or through a lectiver.

Appoint Receiver. Cender shall have their ght to have a receiver appointed to take possession of all or any part of the Propert, with the prover to protect and preserve the Property to onerate the Property preceding foreclosure or sale, and to collect the Repts from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without conduct or dischedings by law Lander's right to the appointment of a receiver shall exist whether or not the appointment of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disquarify a person from serving as a receive.

Tenancy at Sufference. If Grantor remains in possession of the Property after the Property's soid as planted above or Lenger otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufference of the property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, place vacato the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note of the ax

Notice of Sale. Lender shall give Grantor, easonable notice of the time and place of any publicitate of the Persons, inspirity or of the time after which any private sale or other irrended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten. 10: days before the time of the sale or disposition. Any sale of Personal Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Propert, marshalled in exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separates of the property together or separates. If one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Watver; Election of Remedies. A waiver try any party of a breach of a provision of this Deed of Trust shall not constitute a waiver of or disclose the party's lights otherwise to demand strict compliance with that provision or any other provision. Election by lience to pursue any remedia provised in this Deed of Trust, the Note, in any Related Document, or provided by law shall not exclude pursual or any other remedy and an election to make expenditures or to take action to perform an obligation of Granton under this Deed of Trust after failure of Granton to perform shall not affect Lender's right to declare a default and to exercise any of its remedies.

Attorneys' Fees; Expenses. If Lander institutes any suit or action to enforce any of the terms of clips. Tead of Trush, ender shall be enthed to recover ruch sum as the court may adjudge reasonable as attorneys' fews at first and chair, appear. Wherever or not all court action is included all reasonable expenses indurred by Lender which in Lender's opin on are necessary at any, time to the protection of its increasing the enrolled response to the indebtedness payable on demand and shall bear interest at the Note rare from the pate of expensionable until recard. Expenses covered by this paragraph include, without matured however subject to any missionable and use until recard for expenses covered by this paragraph include, without matured however subject to any endomatic and entering entering the control of expenses covered by this paragraph include, without matured on however subject to any entering the court of expenses covered by this paragraph including afformers' fees to bankruptcy proceedings to using efforts to modify or viscally automatic stay or inpurishent, appeals and any anticipated post-judgment collection services the cost or searching records ontaining title reports and other sums provided by law. Granter also will pay any court costs, in addition to all other sums provided by law.

#### 03-05-1999 Loan No



# DEED OF TRUST (Continued)



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Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Dead of Trust

Powers of Trustee. In addition to all powers of Trustee arising as a matter of aw Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Granton. (a) join in preparing and filing a map or plat of the Real Property, including the disdication of streets or other rights to the public. (b) ioin in granting any easement or creating any testriction on the Real Property, and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a bending sale under any other trust deed or her lock of any action or proceeding in which Granton, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set roth above with respect to all or any part of the Property, the Trustee shall have the right to firreclose by notice and sale and lenderst all have the right to forectose by judicial forectoure, in either case in accordance with and to the full extent provided by applicable (s.v.).

Successor Trustee. Lander, at Lander's option, may from time to time appoint a successor Trustee to any Trustee about fed here, denote an instrument executed and acknowledged by Lander and recorded in the office of the recorder of Kamain Count. Trustee about fed here, denote an containing addition to all other matters required by state law, the names of the original Lander. Trustee and Grantor the cook and dage where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without convexance of the Property shall succeed to at the tife, power, and dutier conferred upon the Trustae in this Deed of Trust and by applicable law. This producte for substitution of this see that ignored to the exclusion of all other provisions for substitution.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Deed of I ust shall be it writing have be set to, telepassible under otherwise required by law), and shall be effective when because of the when deposited with a hardnamy reviging the currength counter or it mailed, shall be deemed effective when deposited in the United States mail tirst class, certified or registered mail, postage original, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All nopies of notices of force osure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust For notice purposes, Grantor agrees to keep Lender and Trustee informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a cart of this Deed of Trus

Amendments. This Deled of Trust, together with any Related Documents, constitutes the entire understanding and adreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust chair be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Deed of Trust has been delivered to Lender and accepted by Lender in the State of Cregon. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Oregon.

Caption Headings. Caption headings in this Deed of Trust are for convenience plurposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust will any other interest or estate of the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deer of Trusting be invalid or unentorceable as to any other persons or circumstances such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. Heastle, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity not wever. Hite offending provision cannot be co-modified, it shall be stricken and all other provisions of this Deed of Trusting another respects small remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Deed of Trust on Liansle, of Grantor's interest, this Deed of Trust snail be brinding ipon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of inust

Waivers and Consents. Lender shall not be deemed to have waived any nobis under this Deed of Trust or under the Aeiated Documents unless such waiver is in writing and signed by Lender. No delay or orisistor on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Deed of Trust shall not constitute a waiver of or projudice the party's pight otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender for any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's provision to any future transactions. Whenever consent by Lender is required in this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute consent to subsequent instances where such consent is required.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

Signed acknowledged and deligered in the presence of:

Circa III Englisher

Witness

Willess

FEE

\$30.00 Re-record

### DEED OF TRUST (Continued)



Linda Smith. County Clerk.

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file undersigned is the legal owner fully paid and satisfied. You are he any applicable status to according	Trustee  # and holder of all Indebtedness secure areby directed, upon payment to you of	LL RECONVEYANCE gations have been paid in full)  to by this Deed of Trust. Air sums secured by this any sums owing to you power that terms of this De which is delivered to you together with this Deed trust, the estate now held by you under this Deed	s Deed of Trust have be sed of Trust or pursuant of Trust I and to reconve of Trust I Please mail t
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