

FILED FOR RECORD AT THE REQUEST OF:

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Aspen Title & Escrow, Inc.  
525 Main Street  
Klamath Falls, OR 97601

Re: 50170

WHEN RECORDED, PLEASE RETURN TO:

Meridian Partnership Management, Inc.  
500 Union Street, Suite 510  
Seattle, WA 98101

Re: 99081095

**DEED OF TRUST**

For Properties in The State of Oregon

THIS DEED OF TRUST, made this 27<sup>th</sup> day of September, 1999, between MARION F. HUBBARD AND DOREEN A. HUBBARD, husband and wife, GRANTOR, whose address is 3940 Austin Street, Klamath Falls, Oregon 97603, and Aspen Title & Escrow, Inc., a Oregon corporation, TRUSTEE, whose address is 525 Main Street, Klamath Falls, Oregon 97601, and MERIDIAN PARTNERSHIP MANAGEMENT, INC., a Washington corporation, BENEFICIARY, whose address is 500 Union Street, Suite 510, Seattle, Washington 98101.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Klamath County, Oregon:

The South 50 feet of Lot 5, Block 5, THIRD ADDITION TO ALTAMONT ACRES, in the County of Klamath, State of Oregon.

TOGETHER WITH that certain 1975 Shelby Mobile Home, VIN # LS5684, Oregon Title # 87328, Oregon License # X115602 situated thereon, this instrument hereby constituting a security agreement against said Mobile Home, hereby entitling the Beneficiary to all rights and remedies provided under the Uniform Commercial Code. Said Mobile Home shall not be removed from the subject property described herein until such time as the balance secured hereby has been paid in full.

which real property is not used principally for agricultural or farming purposes, together with all the easements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and all the rents, issues, or profits thereof.

This deed is for the purpose of securing the performance of each agreement of the Grantor herein contained and payment of the sum of \$30,000.00 (thirty thousand dollars), with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary, and made by Grantor; and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon:

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or power of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by the statute.
6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to the Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request of reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Oregon, at public auction to the highest bidder. Any person except Trustee may bid at the Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee, (2) to the payment of any debts superior to this deed of trust, as determined by the Trustee, (3) to the obligation secured by this Deed of Trust; (4) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Oregon is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon recording of such appointment in the mortgage records of Klamath County, Oregon, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

9. This Deed of Trust is due on sale or transfer of the property.

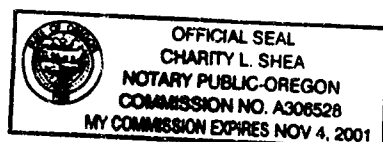
Marion F. Hubbard  
Marion F. Hubbard

Doreen A. Hubbard  
Doreen A. Hubbard

STATE OF Oregon )  
COUNTY OF Klamath ) ss.

On this day personally appeared before me Marion F. Hubbard and Doreen A. Hubbard, husband and wife, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal, this 27th day of September, 1999.



Charity L. Shea  
NOTARY PUBLIC in and for the State of  
Oregon residing at Mountain Falls  
My Commission expires 11-4-01

State of Oregon, County of Klamath  
Recorded 10/05/99, at 2:27pm.  
In Vol. M99 Page 39678  
Linda Smith,  
County Clerk Fee \$ 15.00