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WASHINGTON MUTUAL BANK  
WASHINGTON MUTUAL C/O DATAPLEX  
19031 - 33RD AVE W  
LYNNWOOD, WA 98036  
ATTN: MAILSTOP: 116DPWA



MTC 48940-119  
(OREGON USE ONLY)

MANUFACTURED HOME  
DEED OF TRUST  
0009135849

THIS DEED OF TRUST is between: BRIAN A. SILVA

whose address is: 31567 UNION BONANZA, OR 97623

("Grantor"): AMERITITLE 8 OREGON corporation, the  
address of which is 222 SOUTH SIXTH ST KLAMATH FALLS, OR 97601

and its successors in trust and assigns ("Trustee"), and  
Washington Mutual Bank, which is organized and existing under the laws of Washington State, and whose address is 1201  
Third Avenue, Seattle, Washington 98101 ("Beneficiary") and its successors or assigns.

1. **Granting Clause.** Grantor hereby grants, bargains, sells and conveys to Trustee and its successors in trust and  
assignees, in Trust, with power of sale, the real property in KLAMATH County, Oregon, described  
below, and all interest in it Grantor ever gets:

LOTS 16, 17, 18, 19, 20 AND THE EAST 15 FEET OF LOT 15, IN BLOCK 74 OF  
BOMER ADDITION TO THE CITY OF BONANZA, ACCORDING TO THE OFFICIAL PLAT  
THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY,  
OREGON.

Tax Parcel Number:

together with: all income, rents and profits from it; all plumbing, lighting, air conditioning and built-in appliances, and other  
fixtures, at any time installed on or in or used in connection with such real property; and the manufactured home referred to  
below and all its other attachments and accessories.

All of the property described in this Section 1 is called the "Property". To the extent any of the Property is personal  
property, Grantor grants Beneficiary, as secured party, a security interest in all such property, and this Deed of Trust shall  
constitute a security agreement between Grantor and Beneficiary.

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The Property includes a 1974 manufactured home, Manufacturer  
 REDMAN Model NEW MOON Serial Number  
 11806084 (the "Manufactured Home"). The manufactured home is and shall remain installed on a  
 foundation system as a fixture or improvement to the real estate consisting of the property and shall be permanently affixed  
 to the real estate and not severed or removed therefrom without the prior written consent of the Beneficiary. As used herein  
 "State" shall refer to Oregon.

2. **Security.** This Deed of Trust is given to secure performance of each promise of Grantor contained herein and in a  
 security agreement of the same date from Grantor to Beneficiary (the "Security Agreement") and the payment of

TWENTY THREE THOUSAND FOUR HUNDRED AND 00/100 Dollars (\$23,400.00)  
 (called the "Loan") with interest as provided in the promissory note which evidences the Loan (the "Note"), and any  
 renewals, modifications or extensions thereof. It also secures payment of certain fees and costs of Beneficiary as provided in  
 Section 10, and repayment of money advanced by Beneficiary under Section 6 or otherwise to protect the Property or  
 Beneficiary's interest in the Property. All amounts due under the Note are called the "Debt".

If this box is checked, the Note secured by this Deed of Trust provides for a variable rate of interest:

3. **Representations of Grantor.** Grantor warrants and represents that:  
 (a) Grantor is the owner or contract purchaser of the Property, which is unencumbered except by easements,  
 reservations, and restrictions of record not inconsistent with the intended use of the Property, and any existing real estate  
 contract, mortgage or deed of trust given in good faith and for value, the existence of which has been previously disclosed in  
 writing to Beneficiary; and

(b) The Property is not used for any agricultural or farming purposes.  
 4. **Promises of Grantor.** Grantor promises:  
 (a) To keep the Property in good repair; not to move, alter or demolish the manufactured home or any of the other  
 improvements on the Property without Beneficiary's prior written consent; and not to sell or transfer the Property or any  
 interest in the Property in violation of the provisions of Section 5.  
 (b) To allow representatives of Beneficiary to inspect the Property at any reasonable hour, and to comply with all  
 laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property.  
 (c) To pay on time all lawful taxes and assessments on the Property.  
 (d) To perform on time all terms, covenants and conditions of any prior real estate contract, mortgage or deed of  
 trust on the Property or any part of it and pay all amounts due and owing thereunder in a timely manner.  
 (e) To see to it that this Deed of Trust remains a valid lien on the Property superior to all liens except those  
 described in Section 3(a), and to keep the Property free of all encumbrances which may impair Beneficiary's security. It is  
 agreed that if anyone asserts the priority of any encumbrance other than those described in Section 3(a) over this Deed of  
 Trust in any pleading filed in any action, the assertion alone shall be deemed to impair the lien of this Deed of Trust for  
 purposes of this Section 4(e); and

(f) To keep the mobile home and other improvements on the Property insured by a company satisfactory to  
 Beneficiary against fire and extended coverage perils, and against such other risks as Beneficiary may reasonably require, in  
 an amount equal to the full insurable value, and to deliver evidence of such insurance coverage to Beneficiary. Beneficiary  
 shall be named as the first loss payee on all such policies pursuant to a standard lender's loss payable clause. The amount  
 collected under any insurance policy may be applied upon any indebtedness hereby secured in the same manner as payments  
 under the Note or, at Beneficiary's sole option, released to Grantor. In the event of under the Note or, at Beneficiary's sole  
 option, released to Grantor. In the event of foreclosure or sale of the Property pursuant to the Trustee's power of sale, all  
 rights of the Grantor in insurance policies then in force shall pass to the purchaser at the Sheriff's or Trustee's sale.

5. **Sale or Transfer of Property.** The Loan is personal to Grantor, and the entire Debt shall become immediately due  
 and payable in full upon any sale or other transfer of the Property or any interest therein by Grantor. Grantor agrees not to  
 physically remove the manufactured home from the Real Property without the prior written consent of Beneficiary. In the  
 event Grantor breaches his obligation under the preceding sentence, Grantor agrees that Grantor will immediately so notify  
 Beneficiary in writing, that Beneficiary's security interest in the Property and in the manufactured home shall continue  
 without interruption, that Beneficiary shall thereupon hold and may exercise all of the rights of a secured party under the  
 State Uniform Commercial Code with respect to the manufactured home and that Grantor shall register the manufactured  
 home as required by applicable law and shall identify Beneficiary as the legal owner of the manufactured home in such  
 registration. Beneficiary shall also have all other rights provided by applicable law. Nothing in this Section shall preclude  
 Beneficiary from declaring a default and exercising its remedies under this Deed of Trust or any other document in connection  
 with any physical removal of the manufactured home from the Real Property without the prior written consent of Beneficiary.  
 Grantor agrees to sign all financing statements and other documents that Beneficiary may request from time to time to  
 perfect, protect, and continue Beneficiary's security interest in the Property including, without limitation, the manufactured  
 home. Grantor irrevocably appoints Beneficiary as Grantor's attorney-in-fact to execute, file and record any financing  
 statements or similar documents in Grantor's name and to execute all documents necessary to transfer title if there is a  
 default. Grantor agrees to advise Beneficiary immediately in writing of any change in Grantor's name, address or  
 employment.

6. **Curing of Defaults.** If Grantor fails to comply with any of the covenants in Section 4, including all the terms of any  
 prior real estate contract, mortgage, or deed of trust, Beneficiary may take any action required to comply with any such  
 covenants without waiving any other right or remedy it may have for Grantor's failure to comply. Repayment to Beneficiary  
 of all the money spent by Beneficiary on behalf of Grantor shall be secured by this Deed of Trust. The amount spent shall  
 bear interest at the Default Rate specified in the Note and be repayable by Grantor on demand. Although Beneficiary may  
 take action under this paragraph, Beneficiary is not obligated to do so.

7. **Remedies for Default.**  
 (a) Prompt performance under this Deed of Trust is essential. If Grantor doesn't pay any installment of the Loan on  
 time, or if there is a breach of any of the promises contained in this Deed of Trust, the Security Agreement, or any other  
 document securing the Loan, Grantor will be in default and the Debt and any other money whose repayment is secured by  
 this Deed of Trust shall immediately become due and payable in full, at the option of Beneficiary, subject only to the notice  
 requirements of Section 8 below. If Grantor is in default and Beneficiary exercises its right to demand repayment in full, the  
 total amount owed by Grantor on the day repayment in full is demanded, including unpaid interest, shall bear interest at the  
 Default Rate specified in the Note from the day repayment in full is demanded until repaid in full. Beneficiary may then or  
 thereafter deliver to Trustee a written declaration of default and demand for sale and Trustee shall thereupon record a written  
 notice of default and of election to cause to be sold the Property. Beneficiary shall provide to Trustee the Note, this Deed of  
 Trust, other documentation evidencing the Debt and all other documentation requested by Trustee. After the lapse of such  
 period of time as may then be required by law, and after having given such notices as may then be required by law, Trustee  
 shall sell the Property at the time and place stated in the notice of sale, either in whole or in separate parcels, and in such

and in such order as Trustee may choose, at public auction to the highest bidder for cash in the lawful money of the United States, which shall be payable at the time of sale. Anything in the preceding sentence to the contrary notwithstanding, Beneficiary may apply the Debt towards any bid at any such sale. Trustee may postpone any such sale by public announcement at the time fixed for sale, in accordance with applicable law, then in effect. Any person, including Grantor, Trustee or Beneficiary, may purchase at any such sale. Trustor shall apply the proceeds of the sale as follows: (i) to the expenses of the sale, including a reasonable trustee's fee and attorney's fee; (ii) to the obligations secured by this Deed of Trust; and (iii) the surplus, if any, to the person or persons legally entitled thereto.

(b) 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 the interest in the Property which Grantor had the power to convey at the time of execution of this Deed of Trust and any interest which Grantor subsequently acquired. 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. This recital shall be prima facie evidence of such compliance and conclusive evidence of such compliance in favor of bona fide purchasers and encumbrancers for value.

(c) The power of sale conferred by this Deed of Trust is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be judicially foreclosed, sue on the Note or take any other action available at law or in equity. In connection with any of the Property which is personal property, Beneficiary shall further be entitled to exercise the rights of a secured party under the State Uniform Commercial Code. During the pendency of any foreclosure or other realization proceedings, Beneficiary shall also have the right to collect the income, rents, and profits of the Property and apply the amounts so collected toward payment of the Debt in the manner provided in the Note, and shall have the right to secure the appointment of a receiver for the Property, its income, rents and profits.

(d) By accepting payment of any sum secured by this Deed of Trust 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 a default for failure to so pay.

**8. Notice and Opportunity to Cure Defaults.** Except in the case of abandonment or other extreme circumstances, Beneficiary shall, at least thirty (30) days prior to declaring the entire Debt immediately due and payable in full and/or exercising any of the other remedies for default specified in Section 7, send to Grantor, by certified mail, a notice of default specifying the nature of the default and in the case of a payment default, the sum of the payments in default and any applicable late charges. Grantor will have thirty (30) days from the postmarked date of such default notice to cure the default and during such thirty (30) day period, Beneficiary shall not, in the absence of extreme circumstances, declare the entire Debt immediately due and payable in full and/or pursue any of the other remedies for default specified in Section 7.

The above notwithstanding, Grantor shall be entitled to only two (2) such default notices in any twelve (12) month period, and if subsequent defaults occur within that twelve (12) month period, Beneficiary may exercise its remedies for default immediately and without notice to Grantor.

**9. Condemnation; Eminent Domain.** 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 Debt and all other obligations secured by this Deed of Trust, shall be paid to Beneficiary to be applied thereto in the same manner as payments under the Note.

**10. Fees and Costs.** Grantor shall pay Beneficiary's and Trustee's reasonable cost of searching records, other reasonable expenses as allowed by law, and reasonable attorney's fees in any lawsuit or other proceeding to foreclose this Deed of Trust; in any lawsuit or proceeding which Beneficiary or Trustee prosecutes or defends to protect the lien of this Deed of Trust or to otherwise protect its security; and in any other action taken by Beneficiary to collect the Debt, including any disposition of the Property under the State Uniform Commercial Code.

**11. Reconveyance.** Trustee shall reconvey the Property to the person entitled thereto, on written request of Beneficiary, following satisfaction of the Debt and other obligations secured hereby and written request for reconveyance by Beneficiary or the person entitled thereto. Beneficiary and Trustee shall be entitled to charge Grantor a reconveyance fee together with fees for the recordation of the reconveyance documents.

**12. Trustee; Successor Trustee.** In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary shall appoint in writing a successor Trustee, and upon the recording of such appointment in the records of the county in which this Deed of Trust is recorded, the successor Trustee shall be vested with all powers of the original Trustee. Trustee is not obligated to notify any party hereto of a 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.

**13. Miscellaneous.** This Deed of Trust shall benefit and obligate the parties, their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the Note secured by this Deed of Trust, whether or not that person is named as Beneficiary herein. The words used in this Deed of Trust referring to one person shall be read to refer to more than one person if two or more have signed this Deed of Trust or become responsible for doing the things this Deed of Trust requires. This Deed of Trust shall be governed by and construed in accordance with federal law and, to the extent federal law does not apply, the laws of the State. If any provision of this Deed of Trust is determined to be invalid under law, that fact shall not invalidate any other provision of this Deed of Trust, but the Deed of Trust shall be construed as if not containing the particular provision or provisions held to be invalid, and all remaining rights and obligations of the parties shall be construed and enforced as though the invalid provision did not exist. Beneficiary may collect a fee in the maximum amount allowed by law, for furnishing any beneficiary statement, payoff demand statement or similar statement.

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 FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

By signing below, Grantor accepts and agrees to the provisions of this Deed of Trust and of any rider(s) executed concurrently therewith by Grantor:

DATED at MEOPORD Falls, OREGON this 27th day of OCTOBER, 1999.

GRANTOR(S):

Brian A. Silva

40689

STATE OF  
COUNTY OFOregon  
Klamath }

SS.

0009135849

On this day personally appeared before me

Brian A. Silva

and, to me known to be the individuals

described in 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.

WITNESS my hand and official seal this

19996th

day of

October

Notary Public for

Oregon

residing at

Klamath Falls

My appointment expires

1/22/01

## REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when Note has been paid.

To: TRUSTEE

The undersigned is the legal owner and holder of the Note and all other indebtedness secured by the within Deed of Trust. Said Note, together with all other indebtedness secured by this Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of this Deed of Trust, to cancel the Note above mentioned, and all other evidences of indebtedness secured by this Deed of Trust, together with the Deed of Trust, and to convey, without warranty, to the parties designated by the terms of this Deed of Trust, all the estate now held by you thereunder.

Dated \_\_\_\_\_

Mail reconveyance to \_\_\_\_\_

State of Oregon, County of Klamath  
Recorded 10/13/99, at 11:30 a. m.  
In Vol. M99 Page 40686  
Linda Smith,  
County Clerk Fee \$ 25.00