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10 46325 Lead the improvements now or hereafter ere ted on the property, and all essements, rights, apply such apply and such expenses and authoritis serven been to Lender to collect and apply such server. The such apply such server is all of the server of the property covered by this Deed of Trust and all of server. forcains, were termined property (or the leashold entry his Dead of Tous is on a leashold) are 2577. Lamont Road | Decreased in Secretary and the second and the Elmhurst, IL: 60126 beas amiela lie tanings, grade I suit of all and has not examined it for regularly and sufficiency or as to its effect upon the title to any real property ENTROPES IN SERVED. (in its interpretation of the server o

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THIS DEED OF TRUST is made this 16TH day of NOVEMBER 19 99 , between the Grantor(s), STATEMENT OF UNIQUE BRILL BY TEND IN SET INSCRIPTION THE DEPOSITS OF RECENSIVE WAS KNOWN Including Lorder is leader is such an insultation. Londer shall apply 3 (herein "Borrower"), FAMERITITEEL since Lauring one smuthern sommen statices as as as the L (herein Trusteell) and the Beneficiary, BENEFICIAL OREGON INC. DIBIA BENEFICIAL MORTGAGE CO. a corporation organized and existing under the laws of DELAWARE statements on a photos will be a correct whose address is on345, Otri(DR), astel Diff: MEDFORD, OR: 9750 to best and to nontrove to bent our to a (hereini: Lender!.). Sung ed of issummer to the sound of the state of the state of the sun of the sound of the state of the sun of the state of th

required to go. Between any interest or carnings on the Foods Lender shall give to Barrower, without charge, and ansata accommon of the foods abouting credits and defens to the Foncis and the purpose for which each dens to the devil to bed lends of besides some our fol struces benefitte so begide the deal of the deal restricted from it the encount of med to deal by Lender regether with the lunger monthly insuffrience payable prior me

bles 'een of figures automa air beene flade euen basers bas entitume automate automate automate de personale de nounce a WHEREAS, Borrower is indebted to Lender in the principal sum of \$200.00.00, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated NOVEMBER 16, 1999 and extensions and renewals thereof (herein "Note"); providing for monthly installments, and interest at the rate and nunder the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing

for a credit limit state in the principal sum above and an initial advance of \$ 13,650.00 or all nurse searced by this Deed of Trues, Lender shall promptly refund to Borrower any

d beniupon TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, withinterest thereon, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums; with interest thereon, advanced in accordance herewith to protect the security of this Deed of e-Turstinand b(4) the performance of the zovenants and agreements of Borrower herein contained. Borrower in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in leg trust with no power of of sale, the infollowing and escribed in property to located in the a County of State of Oregon: KLAMATH

A First Mortjages and Beads of Trush Charges: High, Berrower shall perform all of Borrower's obligations
which are more than the or other security egocution with a Ben which has priority over this Deed of Trush nerveys, deed of tried or other security spectment with a feet which has priority over this Dead of ASSETT UE DETHE NORTH LONG HALF (OF S LOTATO IN BLOCK S) OF ALTAMONT ACRES SIGN 1970 TO ACCORDING TO THE OFFICIAL PLAT THEREOFICON FILE TIND THE SECOND THE SECOND

3. Hazard invarance, Borrown shall keep the improvements now existing or hersalter erected on the Property nsured and the first teaseds furthered within the term "extended contrage," and such other hazards as Lender require self in succentral and for such periods as Lender may require

the mearant carrier providing the insurance shall be chosen by the Barrower subject to approval by Lorder; envided, that and approved small and be approvedly withhold. All insurance politices and renewals thereof shall be in se form screpable to I ander and shall include a standard martgage claura in lavor of and had form acceptable to condens to ender shall have the right to hold the policies and renowals thereof, subject to the terms of any muniquess does of tests or other security agreement with a Bea which has priority over this Deed of Trust.

in it. The control of the control of the insurance carrier and Lender, Lander may make proof and the dispersion of the t als a lander and Corrorer a herotre state in writing theoretic proceeds shall be applied to restoration or repair

of the Preserve light general the resociation of rapair is economically frasible and Lender's security is not lessened. If are recovered to the contraction with the sible of Lender's security would be lessened, the insurance proceeds had be a considered to this Security Instrument, whether or not then due, with any excess paid to nerwes, a ferror denders der Property of dues het nower within 30 days a neuce from Lander that the instruct. The last effective entless can then Lever may collect the materice proceeds Lender may use their conservations of the conservation of the security instrument, whether or not then due marin at some age tents of section of the

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TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property";

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note; including any variations resulting from changes in the Contract Rate, and late

charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or dita ebair ai 18 deed of trust is such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable lanv permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower on credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they affall due Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as or in the principal sum above and an initial advance of \$ 00 0áá El

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Lender may require. Funds theld by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender; Lender shall apply; no later than immediately prior to the sale of the Property or its acquisition by Lender, any Punds sheld by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable at the applicable Contract Rate, and then to the principal of

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations the Note good in state under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender

may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof

of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's rights to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums

secured by this Security Instrument immediately prior to the acquisition.

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6. Preservation and Maintenance of Property: Leaseholds: Condominiums: Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security: If Borrower fails to perform the covenants and agreements contained in this Deed of Trust; or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender; att Lender's option, upon notice to Borrower, may make such appearances, disburse such sums including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required attorney maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law:

shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to nother terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph of shall require Lender to incur any expense or take any action hereunder. It is a support of the property of t

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby lassigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lieuwhich has priority over this Deed of Trust.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by lender to any successor in interest of Borrower and all other parties who are or who hereafter may become secondarily liable shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

hereincontained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co signs this Deed of Trust, but does not execute the Note; (a) is consigning this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust, or the Note without that Borrower's consent; and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail haddressed to Borrower at the address stated in the Note or at such other address as Borrower may designate by notice bto Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided herein to such other address as Lender may designate by notice to Borrower or Lender when given in the manner designated therein. I be increased to have been given to Borrower or Lender when given in the manner designated therein. I be increased to have been given to Borrower or Lender when given in the manner designated therein.

apply except where such laws conflict with Federal law in which case Federal law applies. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein "costs", "expenses" and "attorneys' fees" include all ssums to the extent not prohibited by applicable law or limited herein.

194. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust, if orequested, at the time of execution or after recordation hereof.

15. Rehabilitation: Loan Agreement. Borrower shall of liftle all of Borrower's obligations under any home rehabilitation, improvement, repair, for other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lieu or encumbrance subordinate to this Deed of Trust; (b) a transfer by devise, descent or by operation of law upon the death of a joint tenant; (c) the grant of any leasehold interest of three years or less not containing an option to purchase; (d) the creation of a purchase money security interest for household appliances; (e) a transfer to la relative resulting from the death of a Borrower; (f) a transfer where the spouse or children of the Borrower become an owner of the property; (g) a transfer resulting from a decree of a dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property; (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiar), and which does not relate to transfer or rights of occupancy in the property; or (1) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Deed of Trust unless Lender releases Borrower in writing.



If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Deed of Trust to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

MON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: 100 miles to the covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, or as otherwise required by law, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less then 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court; action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17 including, but not limited to, reasonable attorneys' fees.

If Lender, invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public, announcement at the time and place of any previously scheduled sale. Lender or

Lender's designee may purchase the Property at any sale.

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Trustee shall deliver, to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured b), this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto:

Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or to (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust, and intenforcing Lender's and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and intenforcing Lender's and Trustee's remedies as provided in paragraph 17, hereof including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may treasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. Highs was large and did not acceleration had occurred.

19; Assignment of Rents; Appointment of Receiver; lender in Possession. As additional security: hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due hand payable and broaden as a linear response of the property of the

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's refees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust.

Lender, and the receiver shall be liable to account only for those rents actually received.

20. Reconveyance. Upon payment of all sums secured by this Deed of Trust, and if Lender is not committed to make any future refinancings or future advances, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. Such person or persons shall pay all reconveyance fees and costs of recordation, if any

21. Substitute Trustee: In accordance with applicable law. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

1267 (22) Attorney's (Pees.) As used in this (Deed of Trust; and in the Note, "attorneys' fees" shall include attorney's fees, if is any, which shall be awarded, by any appellate court! your in as one colored a light to refer on the court of the court

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## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

	all & mihres
	JACK S MILNER -Borrower
	-Borrower
STATE OF OREGON, <u>JACKSON</u>	County ss:
On this 16 day of NOVE	, poisonary appeared the above hamed
the foregoing instrument to be HE	voluntary act and deed.
(Official Seal) (My Commission expires: 05/20/02	Before me:
OFFICIAL SEAL SANDRA MORRIS	_ Handra Morris
NOTARY PUBLIC - OREGON COMMISSION NO. 312761 MY COMMISSION EXPIRES MAY 20, 2002	Notary Public
R	EQUEST FOR RECONVEYANCE
TO TRUSTEE:  The undersigned is the holder of the note other indebtedness secured by this Deed of Te	or notes secured by this Deed of Trust. Said note or notes, together with all ust, have been paid in full. You are hereby directed to cancel said note or notes

and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto. Settle of Settle

Date:				
	(Space Below	This Line Reserved For Lende	r and Recorder)	

State of Oregon, County of Klamath Recorded 11/22/99, at 1/:35 a.m. In Vol. M99 Page 4 9325 Linda Smith,

County Clerk Fee\$

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