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LINE OF CREDIT DEED OF TRUST Tailyen blag lag 11 (Incorpordate Lent) (With Future Advance Clause)

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is August 25m 1998 and the parties, their addresses and tax identification numbers; if required, are as follows: ence, content, care any, or other contents of delte executed by Cranton in fivor of Lentler executed after this EGRANTOR SET THE SUSAN C. REIDER I VIBRITARIA I INSCREMENT (VIBRIAN SET OF THE STREET OF THE STREET OF THE STREET Stanylar 9 197 (15 STAGE COACH ROunted Virosed and had essue roton) deep together of the coach and If A real to be a close to the second of the control of the contro the based aread All interpretations and after jutors obligations and examinal as if made in the date of this Sacinity instrument, election in this Security Instrument shall constitute a commitment to make additional or future loans or solvence in any amount. Any such commitment mains be agreed to in a sepande willing.

in the checked in the state of of acknowledgments of galaxies of galaxies for many for the control of the property of the property of the control of the cont Property and its volue god investigate states advanced and expenses incurred by Lender under the reams of this Security TRUSTEE: Nancy L. Peterson The Secrety training and recincular other definit Lander talk to give any required antice of the right of recession

FANDLES Conton a recycled all payments maker the Secured Debt with be paid when the and in accordance with the THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT LEGAL! DESCRIPTION

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7. 125 of SCOURT INTERESTS. With regard in any other nonneage, deed of trust, security agreement of other lien characted that present it prive excludy interest or anountheless on the Property, Counter appears A. To make all just useas whee divided to perform as enoughy with all coverants. B. Yo promoty college to Lexilar day notice, that Charles received from the helder.

2. CONVEYANCE, For good and valuable consideration, the receipt and sufficiency, of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys, and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described unities and once charges belong to the Property when the Lander may require Counter to provide to Landor Visquid in all natives that such amounts were and the receipts evidencing Counter's payment. Counter will effect fittle to the Vicesory against only claims to design to Londor, as Vicesory against the receipt that TATE TO THE PROPERTY PROPERTY DESCRIPTION AT THE PROPERTY OF THE PR distribution in provide the liver of the little

DUE ON SALE ON LINGUAGINE, Lander may, it is option, declare the entire belance of the Secured Debt to be else no l'expade more the treation of ar contract for the creation of any lies, enchantronce, transfer on sale The property lie of the manufacture of the property is located in the contract of the property is located in the property in the property is located in the property is located in the property in the property is located in the property in the property is located in the property in the property is the property in the property in the property is the property in the property in the property is the property in the property in the property in the property is the property in the property in the property in the property is the property in the property in the property in the property is the property in the property in the property in the property is the property in the property in the property in the property is the property in the property in the property in the property is the property in the property in the property in the property is the property in the property in the property in the property is the property in the property in the property in the property is the property in the property i

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"Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

OREGON - DEED OF TRUST (NOT FOR FNMA, FHLMC, FHA OR VA USE) 51894 Bankers Systems, Inc., St. Cloud, MN Form GTH-MTGLAZOR 6/23/98

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3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this is Security-Instrument.

SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers names, note amounts, interest rates, maturity dates, etc.)

A Universal Note or Manufactured Home Retail Installment Contract and Security Agreement executed by Buyers/Borrowers.

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The above obligation is due and payable on the date 360 months after final disbursement, if not paid earlier.

B. All future advances from Lender to Grantor on other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Grantor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but

not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

- 5. PAYMENTS. Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- WARRANTY OF TITLE. Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey, and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
- 7. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Grantor receives from the holder.

- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement ns has secured by the lien document without Lender's prior written consent. THE TRANSPORT
- 8. CLAIMS AGAINST TITLE: Grantor will/pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.
- 9. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
- 10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property in the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occurancy and use will not substantially change without Lender's prior written consent. Grantor will not

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permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings; claims, and actions against Grantor, and of any loss or damage to the Property.

times and in measure you reduced noting it consists a class to the very to reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on

- Lender's inspection of an above the respect to the Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney-infact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including (Completion of the construction to Insurantivas contists a typical adding all galaxies eay lovic, recognive or hexactors material, waste, reliabling or contaminant which has
- 12. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the
- 13. DEFAULT: Grantor will be in default if any party obligated on the Secured Debt fails to make payment when due. Grantor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guaranteeing the Secured Debt. A good faith belief by Lender that Lender at any h time is insecure with respect to any person or entity obligated on the Secured Debt, or that the prospect of any payment or the value of the Property is impaired, shall also constitute an event of default; it was the constitute in the Country whell properties by resify Lender 18 welenes or threstered release of a Hazardous Substitute occursion, under
- 14. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure or other notices and may establish time achedules for foreclosure actions. Subject to these limitations, if gany, Lenders may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default, and a bandar and an exploration of an arrival and accelerate the secured of the secured of the secured of the security of the security in the secured of the secured of

went betreen early as a container of an enactable. At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property. ment in claim for langues careered with a condensation or other taking of all or any part of

sifithere is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the property to be sold as required by the sapplicable law in effect at the time of the proposed sale et and benegat beneaut vecquet quart at their comment will retired this without of our warps to be their tenders when they are

"Upon sale of the property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all money's advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein. thus "coords ogiogram" traduction objects the relace.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is the or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again. as common a transaction and the standard to the restoration or regain of the Property of to

tic, sooned their, whether or my then dies, at Leader's untion. Any application of proceeds to principal shall not extend or postpone the due date of the subduled payment into change the account of any payment. Any excess will be paid to the Granton, If the Property is acquired by brider Counter's right to my insurance polytics and proceeds grading from durage to the Property betwee the acquisition shall pass to Lander to the extent of the Security Debt turns-thately before the and talegos.

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- 15. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS FEES; COLLECTION COSTS. Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Security Instrument, Grantor will also pay on demand any amount, incurred by Lender for insuring, inspecting, preserving or otherwise protecting, the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collection, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.
- 16. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radicactive or hazardous material, waste, pollutant or contaminant which has characteristics, which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substances" under any Environmental Law.

Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 17. CONDEMNATION, Grantor, will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 18. INSURANCE. Grantor shall keep Property insured against loss by fire, flood, tornadoes, earthquakes, hurricanes, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender may make proof of loss if not made immediately by Grantor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

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- 19. ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow. and of scores manual parties to the secret secr
- 20. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.
- 21. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.
- 22. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 23. SUCCESSOR TRUSTEE. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable
- 24. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors, medica provided of the appeared marginal lengt in the param or reader legally called thendo.
- 25. WAIVERS. Except to the extent prohibited by law, Grantor waives all appraisement and homestead exemption rights relating to the Property.
- 26. OTHER TERMS. If checked, the following are applicable to this Security Instrument:
 - Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
 - Construction Loan. This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
 - Fixture Filing. Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
 - Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes] ☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other
 - ☐ Additional Terms.

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The undersigned is the holder of the note of notes secured by this Deed of Trust. Said note or notes, together with other indebtedness secured by this Deed of Trust, which is delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed.	ill of
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ADDENDUM

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City/Town/9/11am - 4 Unio	at STAGE COACH RD , in the
which the Borrower has an ownership, leasehold or particularly described on the schedule titled "Adherete as Exhibit A, together with a security in mobile home, serial number	r other logal interest. This property is more dditional Property Description" which is attached terest in that certain 1998, 66 X 28
The Borrower does hereby authorize the Lende description after the Borrower has signed the Mortgage.	er or its assigns to obtain a more detailed property rtgage, and to attach Exhibit A after the Borrower
Lot 15 & Lot 16,	
MXXXXXXXXXXX Block 4, KLAMATH RIVER ACRE Klamath, State of Oregon.	S, in the County of
CODE 97 MAP 3908-31BO TL 5300 (Cove	ers additional property)
STATE OF OREGON: COUNTY OF KLAMATH: SS.	
Filed for record at request ofAspen Title & E	scrow the 27th day
of August A.D., 19 98 at 3:42 c	on Page <u>31560</u> .
of August A.D., 19 98 at 3:42 c	on Page 31560 Bernetha G Letsch, County Clerk By Katalum Rusa
of August A.D., 19 98 at 3:42 c	on Page 31560