ASPEN 51933

2000 OCT 12 PM 2:35

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

Washington Mutual

DEED OF TRUST

(FOR OREGON USE ONLY)

0009125378

THIS DEED OF TRUST is between: NORMAN L. RICHARDSON AND KAREN J. RICHARDSON,HUSBAND AND WIFE

whose address is 243 SOQUEL ST KLAMATH FALLS, OR 97601-1463

("Grantor"); ASPEN TITLE, a OREGON corporation,

the address of which is 525 MAIN ST KLAMATH FALLS, OR 97601

, and its successors in trust an 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 in trust, with power of sale, the real property in KLAMATH County, Oregon, described below, and all interest in it Grantor ever gets:

LOTS 4 AND 5 IN BLOCK 8 FIRST ADDITION TO THE CITY OF KLAMATH FALLS OREGON ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY,OREGON

Tax Parcel Number: 21665

together with: all income, rents and profits from it; all plumbing, lighting, air conditioning and heating apparatus and equipment; and all fencing, blinds, drapes, floor coverings, built-in appliances, and other fixtures, at any time installed on or in or used in connection with such real property.

All of the property described above will be called the "Property." To the extent that 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. 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 the payment of THIRTY EIGHT THOUSAND AND 00/100 Dollars

($38,000.00) (called the "Loan") with interest as provided in the Note which evidences the Loan (the"Note"),

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and any renewals, modifications or extensions thereof. It also secures payment of certain fees and costs of Beneficiary as provided in Section 9 of this Deed of Trust, 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 provides for a variable rate of interest. Changes in the interest rate will cause the payment amount and/or Loan term to also change.**

3. **Representations of Grantor.** Grantor represents that:

(a) Grantor is the owner 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 mortgage or deed of trust given in good faith and for value, the existence of which has been disclosed in writing to Beneficiary; and

(b) The Property is not used for any agricultural or farming purposes.

4. **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 to advise Beneficiary in writing of any change in Grantor's name, address or employment.

5. **Promises of Grantor.** Grantor promises:

(a) To keep the Property in good repair; and not to move, alter or demolish any of the improvements on the Property without Beneficiary's prior written consent;

(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 mortgage or deed of trust covering the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;

(e) To keep the Property and the improvements thereon 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 of the improvements, and to deliver evidence of such insurance coverage to Beneficiary. Beneficiary shall be named as the 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 the 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; and

(f) 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 5(f).

6. **Curing of Defaults.** If Grantor fails to comply with any of the covenants in Section 5, including all the terms of any prior 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 (as that term is defined below) 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 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. 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, will bear interest at the Default Rate specified in the Note (the "Default Rate") 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 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. . Trustee shall apply the proceeds of the sale as follows: (i) to the expenses of the sale, including a reasonable trustee's fee and lawyer's fee; (ii) to the obligations secured by this Deed of Trust; (iii) the surplus, if any, to the person or person(s) 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 or sue on the Note or take any other action available at law or in equity. Beneficiary may also take such other action as it considers appropriate, including the securing of appointment of a receiver and/or exercising the rights of a secured party under the Uniform Commercial Code as then in effect in State. During the pendency of any 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 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 default for failure to so pay.

8. **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.

9. **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; and in any other action taken by Beneficiary to collect the Debt, including any disposition of the Property under the State Uniform Commercial Code.

10. **Reconveyance.** Trustee shall reconvey of the Property to the person entitled thereto, on written request of Beneficiary, or upon following satisfaction of the Debt and other obligations secured 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.

11. **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.

12. **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 _____, _____ this 6 day of Oct., 2000.

NORMAN L RICHARDSON

KAREN J RICHARDSON

0009125378

STATE OF Oregon
COUNTY OF Klamath } ss.

On this day personally appeared before me Norman L. Richardson and Karen S. Richardson 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 12 day of October, 2000

OFFICIAL SEAL
STEFANIE R. SMITH
NOTARY PUBLIC-OREGON
COMMISSION NO. A033434
MY COMMISSION EXPIRES JAN 14, 2002

Stefanie R. Smith
Notary Public for Oregon
residing at Klamath Falls
My appointment expires Jan 14, 2002

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 10/12/00, at 2:35 p. m.
In Vol. M00 Page 37333
Linda Smith,
County Clerk Fee$ 36.00