

02 MAY 13 PM3:06

Vol M02 Page 28650

MTL 56781-TM

## RECORDING COVER SHEET

### ALL TRANSACTIONS, PER ORS 205.234

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

#### AFTER RECORDING RETURN TO

name and address of the person authorized to receive the instrument after recording, as required by ORS 205.180(4) and ORS 205.238.

WESTAR FINANCIAL, INC.

16000 MILL CREEK BLVD., SUITE 201

MILL CREEK, WA 98012

State of Oregon, County of Klamath

Recorded 05/13/2002 3:06 PM

Vol M02, Pg 28650-56

Linda Smith, County Clerk

Fee \$ 51.00 # of Pgs 7

1. NAME(S) OF THE TRANSACTION(S), described in the attached instrument and required by ORS 205.234(a).

Note: Transaction as defined by ORS 205.010 "means any action required or permitted by law to be recorded including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property."

#### DEED OF TRUST

2. DIRECT PARTY, name(s) of the person(s) described in ORS 205.125(1)(b) or GRANTOR, as described in ORS 205.160.

RICHARD P. WATTEL AND NELLIE WATTEL, HUSBAND AND WIFE

3. INDIRECT PARTY, name(s) of the person(s) described in ORS 205.125(1)(a) or GRANTEE, as described in ORS 205.160.

WESTAR FINANCIAL, INC.

4. TRUE AND ACTUAL CONSIDERATION PAID for instruments conveying or contracting to convey fee title to any real estate and all memoranda of such instruments, reference ORS 93.030.

\$42,000.00

5. UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS for instruments conveying or contracting to convey fee title to any real estate, reference ORS 93.260.

RICHARD P. WATTEL AND NELLIE WATTEL 33711 PLEASANT VIEW, CHILOQUIN, OR 97624

6. FULL OR PARTIAL SATISFACTION, IF ANY, OF THE LIEN CLAIM CREATED BY THE ORDER or WARRANT, for instruments to be recorded in County Clerk Lien Records, reference ORS 205.125(1)(e).

7. THE AMOUNT OF THE CIVIL PENALTY OR THE AMOUNT, INCLUDING PENALTIES, INTEREST AND OTHER CHARGES, FOR WHICH THE WARRANT, ORDER OR JUDGMENT WAS ISSUED, for instruments to be recorded in County Clerk Lien Records, reference ORS 205.125(1)(c) and ORS 18.325.

51.00

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FILED FOR RECORD AT REQUEST OF:

Name: WESTAR FINANCIAL, INC.  
Address: 16000 Mill Creek Blvd. Suite 201  
Mill Creek, WA. 98012

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### Deed of Trust

THIS DEED OF TRUST, made this 10 day of MAY, 2002 between Richard P. Wattel and Nellie Wattel, husband and wife, GRANTORS, whose address is 33711 Pleasant View, Chiloquin, OR. 97624, Gary K. Kahn, Attorney at Law as TRUSTEE, whose address is 4035 SE 52<sup>nd</sup> Ave., Portland, OR. 97206, and WESTAR FINANCIAL, INC, BENEFICIARY, whose address is 16000 Mill Creek Blvd. Suite 201, Mill Creek, WA. 98012.

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

Lot 11 in Block 25 of Tract 1113, Oregon Shores Subdivision Unit 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon  
Tax Account Numbers: 3507-018DD-04200-000 and M-1831181

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

This deed is for the purpose of securing performance of each agreement of grantor herein contained, the Hazardous Waste Certificate and payment of the sum of:

Forty Two Thousand Dollars and NO/100's (\$42,000.00)

with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

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

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and

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to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of the Beneficiary, the Trustee shall sell the trust property, in accordance with the statutory provisions set forth in ORS Chapter 86, at public auction to the highest bidder. Any person, except the Trustee, may bid at the Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expenses of the sale, including reasonable trustee and attorneys' fees; (2) to the obligation secured by this Deed of Trust; (3) surplus, if any, shall be distributed to the persons entitled thereto.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. The power of sale conferred by this Deed of Trust and Chapter 86 of the Oregon Revised Statutes is not an exclusive remedy; the Beneficiary may, in addition to other available remedies, cause this Deed of Trust to be foreclosed as a mortgage.

IT IS FURTHER AGREED THAT:

7. In the event any portion of the property is taken or damaged in any eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

8. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

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

10. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the statutory provisions set forth in ORS Chapter 86, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

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


12. The power of sale conferred by this Deed of Trust and Chapter 86 of the Oregon Revised Statutes is not an exclusive remedy; Beneficiary may, inter alia, cause this Deed of Trust to be foreclosed as a mortgage.


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

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

15. Due on Sale - All sums then remaining to be paid shall become immediately due in the event Grantor sells, assigns, or in any way transfers all or any portion of the property. Upon such sale, assignment, or transfer, interest shall accrue at the default rate of 25% per annum.

16. The parties agree that the mobile home is additional security for the loan. The borrower grants to lender a security interest in that certain mobile home identified as follows: 1983 Suncrest by Fleetwood, Oregon # 108899, Oregon 108900 to secure the payment and performance of all indebtedness and obligations of debtor to secured party presently existing and hereafter arising, direct or indirect, and interest, cost and fees thereon. The borrower warrants that no other party has an interest in said mobile home and that it has not been granted as security to any other party. The parties agree that the mobile home title will not be surrendered until the loan has been paid in full. The parties further agree that the mobile home shall not be removed from the property and that in the event of a foreclosure, the mobile home shall be included in the trustee's sale.

  
Richard P. Wattel

  
Nellie Wattel

Notaries appear on the following page:

**INDIVIDUAL ACKNOWLEDGMENT**

State/Commonwealth of Oregon }  
 County of Klamath } ss.

On this the 10 day of May, 2002, before  
 me, Tamara L. McDaniel, the undersigned Notary  
Day Month Year  
Name of Notary Public

Public, personally appeared Richard P. Wattle + Nellie Wattle  
Name(s) of Signer(s)

☐ personally known to me – OR –

☒ proved to me on the basis of satisfactory  
 evidence

to be the person(s) whose name(s) is/are  
 subscribed to the within instrument, and  
 acknowledged to me that he/she/they  
 executed the same for the purposes therein  
 stated.

WITNESS my hand and official seal.

Tamara L. McDaniel  
Signature of Notary Public  
Tamara L. McDaniel  
Other Required Information (Printed Name of Notary, Residence, etc.)

Place Notary Seal and/or Any Stamp Above

**OPTIONAL**

*Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Trust Deed

Document Date: 5/10/02 Number of Pages: 3

Signer(s) Other Than Named Above: \_\_\_\_\_

**Right Thumbprint  
of Signer**

Top of thumb here

ASSIGNMENT OF RENTS AND LEASES

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As part of the consideration for the indebtedness evidenced by the Note, and/or other agreement which the attached Deed of Trust secures, Grantor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property, including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable.

Grantor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents, provided, however, that prior to 15 days written notice by certified mail given by Beneficiary to Grantor of the breach by Grantor of any covenant or agreement of Grantor in this Instrument, Grantor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Grantor, to apply the rents and revenues so collected to the sums secured by this Instrument with the balance, so long as no such breach has occurred, to the account of Grantor, it being intended by Grantor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Grantor of the breach by Grantor of any covenant or agreement of Grantor in this Instrument, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified herein as the same become due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Grantor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Grantor of the breach of Grantor shall contain a statement that Beneficiary exercises its rights to such rents. Grantor agrees that commencing with delivery of such written notice of Grantor's breach by Beneficiary to Grantor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefore, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Grantor.

Grantor hereby covenants that Grantor has not executed any prior assignment of said rents unknown to Beneficiary, and Grantor has not performed, and will not perform any acts or has not executed, and will not execute, any instrument which would prevent Beneficiary from exercising its rights herein and that at the time of execution of this Instrument there has been no anticipation of prepayment of any of the rents of the Property for more than two months prior to the due dates of such rents.

Grantor covenants that Grantor will not hereafter collect or accept payment of any rents of the Property more than two months prior to the due dates of such rents. Grantor further covenants that Grantor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

RPW Initials

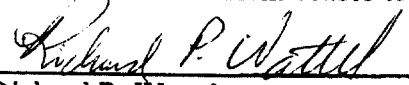
AW Initials

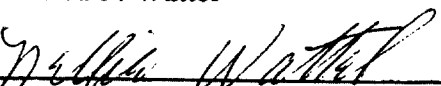
Upon Grantor's breach of any covenant or agreement of Grantor in this Instrument, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof, including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Instrument. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Grantor's breach of any covenant or agreement of Grantor in this Instrument, Grantor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Grantor of the breach by Grantor of any covenant or agreement of Grantor in this Instrument shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Grantor as lessor or landlord of the Property and then to the sums secured by this Instrument. Beneficiary or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Beneficiary shall not be liable to Grantor, anyone claiming under or through Grantor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Agreement.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes shall become indebtedness of grantor to Beneficiary secured by this Instrument. Unless Beneficiary and Grantor agree in writing to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Grantor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, or no interest rate is specified on the note or agreement which this Deed of Trust and Assignment secures, in which event such amounts shall bear interest at the highest rate which may be collected under applicable law in a consumer type transaction.

Any entering upon and taking and maintaining of control of the Property by Beneficiary or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Beneficiary under applicable law or provided herein. This assignment or rents of the rents of the Property shall terminate at such time as this Instrument ceases to secure indebtedness held by Beneficiary.

  
Richard P. Wattel

  
Nellie Wattel