

After recording, return to:
Integrated Loan Services /
27 Inwood Road
Rocky Hill, CT 06067

State of Oregon, County of Klamath
Recorded 10/30/2002 9:56a m.
Vol M02, Pg 62219-25
Linda Smith, County Clerk
Fee \$ 5/00 # of Pgs 7

The tax account number for the Property is _____ (in the event of any conflict between the land covered by said tax account and the description of the Property in this Deed of Trust, this Deed of Trust shall control).

LINE OF CREDIT TRUST DEED (OREGON)

We and you, as these terms are defined below, have agreed that we may make advances and readvances secured by this Deed of Trust from time to time at your request, pursuant to this Deed of Trust and the Home Equity Line of Credit Agreement dated the same date as this Deed of Trust (the "Credit Agreement"). The maximum principal amount to be advanced and outstanding at any one time under the Credit Agreement is \$ 38,000.00. The Credit Agreement is for a term of 20 years. The maturity date of the Credit Agreement when all sums will be immediately due and payable is SEPTEMBER 30, 2022.

THIS DEED OF TRUST is made on this 24TH day of SEPTEMBER, 2002,

The grantor is **DAVID HARKEY and LYNETTE HARKEY**

The trustee is **FIDELITY NATIONAL TITLE INSURANCE CO.**

The beneficiary is **FIRST TENNESSEE BANK NATIONAL ASSOCIATION**

whose address is **300 COURT AVENUE, MEMPHIS, TN 38103**

In this Deed of Trust, the terms "you", "your" and "yours" refer to the grantor(s). The terms "we", "us" and "our" refer to **FIRST TENNESSEE BANK NATIONAL ASSOCIATION** and its successors and assigns.

Pursuant to the Credit Agreement, you may incur indebtedness in amounts fluctuating from time to time up to the maximum aggregate principal amount of **THIRTY-EIGHT THOUSAND AND 00/100ths** Dollars (U.S. \$ 38,000.00).

The Credit Agreement provides for the full debt to be paid by you in full no later than **SEPTEMBER 30, 2022**

You agree that this Deed of Trust shall continue to secure all sums now or hereafter advanced under the terms of the Credit Agreement including, without limitation, such sums that are advanced to you whether or not at the time the sums are advanced there is any principal sum outstanding under the Credit Agreement.

This Deed of Trust secures to us: (a) the repayment of the debt evidenced by the Credit Agreement, with interest, and all refinancings, renewals, extensions and modifications of the Credit Agreement; (b) the payment of all other sums, with interest, advanced under paragraph 7 of this Deed of Trust to protect the security of this Deed of Trust; and (c) the performance of your covenants and agreements under this Deed of Trust and the Credit Agreement. For this purpose and in consideration of the debt, you irrevocably grant and convey to the Trustee, in trust, with power of sale, the property located in the state of Oregon. To wit:

SEE ATTACHED EXHIBIT "A"

C2694029 T

Which property has the address of: **5647 SCHIESEL AVE**

KLAMATH FALLS, OREGON 97603

"Property Address".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Deed of Trust. All of the foregoing is referred to in this Deed of Trust as the "Property."

YOU COVENANT that you are lawfully seised of the estate hereby conveyed and have the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. You warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. You further represent and warrant to us that the property is not used principally for agricultural or farming purposes.

YOU AND WE covenant and agree as follows:

1. **Payment of Principal, Interest and Other Charges.** You shall pay when due the principal and interest owing under the Credit Agreement and all other charges due under the Credit Agreement.
2. **Payments of Taxes and Insurance.** You will pay, when due, all taxes, assessments, leasehold payments or ground rents (if any), and hazard insurance on the Property and mortgage insurance (if any).
3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by us under the Credit Agreement and paragraph 1 may be applied by us first to interest and other charges payable under the Credit Agreement and then to the remaining principal balance under the Credit Agreement.
4. **Prior Deeds of Trust; Charges; Liens.** You shall perform all of your obligations under any mortgage, deed of trust or other security instruments with a lien which has priority over this Deed of Trust, including your covenants to make payments when due. You shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Deed of Trust or any advance under this Deed of Trust, and leasehold payments or ground rents, if any. Upon our request, you shall promptly furnish to us all notices of amounts to be paid under this paragraph and receipts evidencing any such payments you make directly.

You shall promptly discharge any lien (other than a lien disclosed to us in your application or in any title report we obtained) which has priority over this Deed of Trust or any advance to be made under the Credit Agreement or this Deed of Trust.

5. **Hazard Insurance.** You shall keep the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which we require insurance. This insurance shall be maintained in the amounts and for the periods that we require. You may choose the insurer.

Insurance policies and renewals shall be acceptable to us and shall include a standard mortgagee clause. If we require, you shall promptly give us all receipts of paid premiums and renewal notices. You shall promptly notify the insurer and us of any loss. We may make proof of loss if you do not promptly do so.

Insurance proceeds shall be applied to restore or repair the Property damaged, if we determine that restoration or repair is economically feasible and our security would not be lessened. Otherwise, insurance proceeds shall be applied to sums secured by this Deed of Trust, whether or not then due, with any excess paid to you. If you abandon the Property, or do not answer within 30 days our notice to you that the insurer has offered to settle a claim, then we may collect and use the proceeds to repair or restore the Property or to pay sums secured by this Deed of Trust, whether or not then due. The 30-day period will begin when notice is given.

Any application of proceeds to principal shall not require us to extend or postpone the due date of monthly payments. If we acquire the Property at a forced sale following your default, your right to any insurance proceeds resulting from damage to the Property prior to the acquisition shall pass to us to the extent of the sums secured by this Deed of Trust immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** You shall not destroy, damage or substantially change the Property, allow the Property to deteriorate, or commit waste. If this Deed of Trust is on a leasehold, you shall comply with the lease. If you acquire fee title to the Property, the leasehold and fee title shall not merge unless we agree to the merger in writing.
7. **Protection of Our Rights in the Property; Mortgage Insurance.** If you fail to perform the covenants and agreements contained in this Deed of Trust, or there is a legal proceeding that may significantly affect our rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce the laws or regulations), then we may do, and pay for, anything necessary to protect the Property's value and our rights in the Property. Our actions may include paying any sums secured by a lien which has priority over this Deed of Trust or any advance under the Credit Agreement or this Deed of Trust, appearing in court, paying reasonable attorney's fees, paying any sums which you are required to pay under this Deed of Trust and entering on the Property to make repairs. We do not have to take any action we are permitted to take under this paragraph. Any amounts we pay under this paragraph shall become additional debts you owe us and shall be secured by this Deed of Trust. These amounts shall bear interest from the disbursement date at the rate established under the Credit Agreement and shall be payable, with interest, upon our request.

If we required mortgage insurance as a condition of making the loan secured by this Deed of Trust, you shall pay the premiums for such insurance until such time as the requirement for the insurance terminates.

8. **Inspection.** We may inspect the Property at any reasonable time and upon reasonable notice.
9. **Condemnation.** The proceeds of any award for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned to us and shall be paid to us.
10. **You Are Not Released; Forbearance by Us Not a Waiver.** Extension of time for payment or modification of amortization of the sums secured by this Deed of Trust granted by us to any of your successors in interest shall not operate to release your liability or the liability of your successors in interest. We shall not be required to commence proceedings against any successor in interest, 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 you or your successors in interest. Our forbearance in exercising any right or remedy shall not waive or preclude the exercise of any right or remedy.
11. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Deed of Trust shall bind and benefit your successors and permitted assigns. Your covenants and agreements shall be joint and several. Anyone who co-signs this Deed of Trust but does not execute the Credit Agreement: (a) is co-signing this Deed of Trust only to mortgage, grant and convey such person's interest in the Property; (b) is not personally obligated to pay the Credit Agreement, but is obligated to pay all other sums secured by this Deed of Trust; and (c) agrees that we and anyone else who signs this Deed of Trust may agree to extend, modify, forbear or make any accommodations regarding the terms of this Deed of Trust or the Credit Agreement without such person's consent.
12. **Loan Charges.** If the loan secured by this Deed of Trust is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from you which exceed permitted limits will be refunded to you. We may choose to make this refund by reducing the principal owed under the Credit Agreement or by making a direct payment to you. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Credit Agreement.
13. **Notices.** Unless otherwise required by law, any notice to you provided for in this Deed of Trust shall be delivered or mailed by first class mail to the Property Address or any other address you designate by written notice to us.
14. **Governing Law; Severability.** This Deed of Trust shall be governed by federal law and, except as preempted by federal law, by the law of jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Credit Agreement which can be given effect without the conflicting provision. To this end the provisions of this Deed of Trust and the Credit Agreement are declared to be severable.
15. **Transfer of the Property.** If all or any part of the Property or any interest in it is sold or transferred without our prior written consent, which may be withheld or granted as we may determine in our sole unfettered

discretion, we may, at our option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by us if exercise is prohibited by federal law as of the date of this Deed of Trust.

16. **Sale of Agreement; Change of Loan Servicer.** The Credit Agreement or a partial interest in the Credit Agreement (together with this Deed of Trust) may be sold one or more times without prior notice to you. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Credit Agreement and this Deed of Trust. There also may be one or more changes of the Loan Servicer unrelated to the sale of the Credit Agreement. If there is a change of the Loan Servicer, you will be given written notice of the change as required by applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any information required by applicable law.
17. **Hazardous Substances.** You shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of Hazardous Substances in quantities that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which you have actual knowledge. If you learn or are notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Deed of Trust, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Deed of Trust, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

18. **Acceleration; Remedies.** You will be in default if (1) any payment required by the Credit Agreement is not made when it is due; (2) we discover that you have committed fraud or made a material misrepresentation; or (3) you take any action or fail to take any action that adversely affects our security for the Credit Agreement or any right we have in the Property; or (4) any event occurs that permits us to accelerate the amounts due under the Credit Agreement. If a default occurs, we will give you notice specifying among other matters required by law: (a) the default; (b) the action required to cure the default; (c) a date not less than 30 days from the date the notice is given to you, by which the default must be cured; and (d) that failure to cure the default 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 you of any right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you have to acceleration and sale. If the default is not cured on or before the date specified in the notice, we at our option may require immediate payment in full of all sums secured by this Deed of Trust without further demand and may invoke the Power of Sale and any other remedies permitted by applicable law. We shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees at trial and in any appeal and cost of title evidence. The power of sale conferred by this Deed of Trust and by applicable law is not an exclusive remedy; we may cause this Deed of Trust to be foreclosed as a mortgage.

If we invoke the power of sale, we shall mail or cause the Trustee to mail a notice of sale to you in the manner prescribed by applicable law. The Trustee shall give a notice of sale by public advertisement for the time and in the manner prescribed by applicable law. The Trustee, without demand on you, 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 any order the Trustee determines. The Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of the previously scheduled sale. We or our designee may purchase the Property at any sale.

The Trustee shall deliver to the purchaser the Trustee's deed conveying the Property 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. The Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees and the Trustee's compensation as determined in accordance with applicable law; (b) to all sums secured by this Deed of Trust; (c) any excess

to all persons having recorded liens subsequent to the interest of the Trustee as their interest may appear in the order of their priority; and (d) the surplus, if any, to you or any successor in interest to you who is entitled to such surplus.

19. **Release.** Upon your request and payment of all sums secured by this Deed of Trust, we shall request the Trustee to reconvey your estate in the Property to you upon payment to the Trustee of such compensation as the Trustee may be entitled under applicable law. We will also mark the Credit Agreement "paid" and return the Credit Agreement to you. You shall pay any recordation costs.
20. **Substitute Trustee.** We, at our option, may from time to time remove the Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee in this Deed of Trust and by applicable law.
21. **Riders to this Deed of Trust.** If one or more riders are executed by you and recorded together with this Deed of Trust, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider(s) were part of this Deed of Trust.

☐ Adjustable Rate Rider ☐ Graduated Payment Rider ☐ Condominium Rider
☐ 1-4 Family Rider ☐ Planned Unit Development Rider
☐ Other(s) (specify)

BY SIGNING BELOW, you accept and agree to the terms and covenants contained in this Deed of Trust and any rider(s) executed by you and recorded with it.

BOTH SPOUSES MUST SIGN

David M. Harkey

Print Name: DAVID HARKEY

Lynette Harkey

Print Name: LYNETTE HARKEY

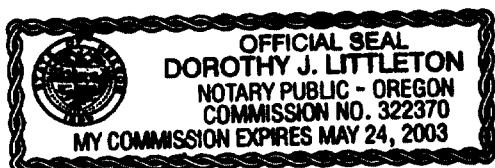
Print Name: _____

Print Name: _____

STATE OF OREGON

COUNTY OF KLAMATH) ss:

The foregoing instrument was acknowledged before me this 24th day of SEPTEMBER, 2002
by DAVID M. HARKEY AND LYNETTE HARKEY



Dorothy J. Littleton

Notary public for OREGON

My commission expires: 5-24-03

62224

RIDER TO DEED OF TRUST

Loan No. 1467026

Date: **SEPTEMBER 24, 2002**

The escrow of taxes and insurance required in paragraph 2 of your DEED OF TRUST to First Tennessee Bank National Association, is hereby waived and you are notified that you are not required to deposit with First Tennessee Bank National Association, any of the amounts set forth in said paragraph. This waiver does not, in any way, release you from your obligation to make escrow payments of taxes and insurance to the holder of any prior mortgage, nor does it relieve you of your obligation to keep taxes and insurance premiums current with respect to the mortgaged property.

All payments will be applied first to the accrued interest and next to the unpaid principal of your loan. The exact amount of your final payment, finance charge, and total of payments will be somewhat more or less than the amounts shown if we do not receive each payment on the scheduled payment date.

RECEIPT ACKNOWLEDGED:



DAVID HARKEY

9-24-02

DATE



LYNETTE HARKEY

9-24-02

DATE

DATE

DATE

62225

SCHEDULE "A"

THAT CERTAIN REAL PROPERTY WITH THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES,
THEREUNTO BELONGING OR IN ANY WAY APPERTAINING, SITUATED IN THE COUNTY OF KLAMATH, STATE OF
OREGON, DESCRIBED AS FOLLOWS, TO-WIT:

PROP ID: R523428 (REAL ESTATE)
MAP TAX LOT: R-3909-002DD-00700-000
LEGAL: SCHIESEL TRACTS, LOT 7

TITLE HELD BY: DAVID AND LYNETTE HARKEY

PARCEL: 00R523428