

Record & Return

Vol M04 Page 89394

Washington Mutual Bank
2150 Cabot Blvd. West

Langhorne, PA 19047
Attn: Group 9, Inc.

State of Oregon, County of Klamath
Recorded 12/30/04 10:05 a m
Vol M04 Pg 89394-89403
Linda Smith, County Clerk
Fee \$ 66.00 # of Pgs 10



04 DEC 30 AM 10:05

DEED OF TRUST

Loan Number: 0690601745

THIS DEED OF TRUST is between:
MICHAEL F COLLINS AND MICHELLE L COLLINS

whose address is:

1320 PATTERSON ST KLAMATH FALLS, OR 97603-4160

("Grantor"); Group 9, Inc., a PENNSYLVANIA
corporation, the address of which is:

2150 Cabot Blvd. West Langhorne, PA 19047

and its successors in trust and 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 even gets:

LYING AND BEING LOCATED IN THE UNINCORPORATED AREA, COUNTY OF KLAMATH, STATE
OF OREGON; ALL THAT CERTAIN PARCEL OR TRACT OF LAND KNOWN AS:

PARCEL #3 OF LAND PARTITION #52-98, BEING A PORTION OF LOT 16, BLOCK 2, SHASTA
VIEW TRACTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE
CLERK OF KLAMATH COUNTY, OREGON.

Tax Parcel Number: R-3809-036CC-00200-000 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 NINE THOUSAND NINE HUNDRED AND 00/100

Dollars (\$39,900.00) (called the "Loan") with interest as provided in the Note which evidences the Loan (the "Note") 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 the Property to be sold. 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; and (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 Oregon. 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 the 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 all or any part of the Property to the person entitled thereto on written request of Beneficiary or 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 of Oregon. 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.

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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 1320 Patterson St, Kenneth Fork, GA 97603 this 16th day of December, 2004.

Michael F Collins
MICHAEL F COLLINS

Michelle L Collins
MICHELLE L COLLINS

89399

0690601745

STATE OF OREGON

) SS.

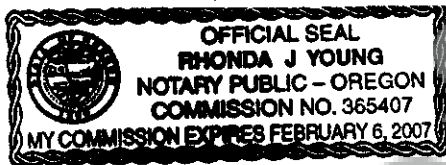
COUNTY OF

Klamath

On this day personally appeared before me Rhonda J. Young and
 MICHAEL F COLLINS and
 MICHELLE L COLLINS and
 _____ and
 _____ and
 _____ and
 _____ 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 16 day of Dec 2004.



Rhonda J. Young
 Notary Public for the State of Oregon
 Residing at Klamath
 My appointment expires 2-6-07

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 _____

Recording requested by Law,
when recorded return to:
2150 Cabot Blvd. West

Langhorne, PA 19047
Attn: Group 9, Inc.

89400

This document was prepared by:
Elizabeth Mitchell
Washington Mutual Bank
20816 44TH AVE WEST, BLDG B
LYNNWOOD, WA 98036



CONDOMINIUM RIDER

Loan Number: 0690601745

THIS CONDOMINIUM RIDER is made this 15th day of December, 2004 and is incorporated into and shall be deemed to amend and supplement a Deed of Trust, Trust Indenture or Mortgage of even date ("Security Instrument") given by the undersigned ("Borrower") to secure performance of Borrower's obligations under Borrower's promissory note or line of credit agreement with:

Washington Mutual Bank ("Lender"). The

Security Instrument covers certain real property located at:

1320 PATTERSON ST

Klamath Falls, OR 97603-4160

and described more fully therein.

Said Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as LAND PARTITION #52-98

(herein "Condominium Project"). If the owners' association or other entity which acts for the Condominium Project (the "Owners' Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners' Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's; (i) Declarations or any other document which creates the Condominium Projects; (ii) by-laws; (iii) code of regulations; and, (iv) other equivalent documents (jointly "Constituent Document"). Borrower shall pay when due all assessments imposed by the Owners' Association.

B. Hazard Insurance. So long as the Owners' Association maintains with a generally accepted insurance carrier a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage against 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, then:

- (i) Borrower's obligation under the Security Instrument to maintain hazard insurance

coverage on the Property is deemed satisfied; and (ii) The provisions of the Security Instrument regarding assignment of insurance policies shall be superseded by any provisions of the Constituent Documents or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of the Security Instrument. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners' Association maintains a public liability policy acceptable in form, amount and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of common elements or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided therein with the excess, if any, paid to Borrower.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:

(i) The abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or to other casualty or in the case of a taking by condemnation or eminent domain; (ii) Any material amendment to the Constituent Documents, including, but not limited to, any amendment which would adversely affect the interest of Lender or change the percentage interests of the unit owners in the Condominium Project; (iii) The effectuation of any decision by the Owners' Association to terminate professional management and assume self-management of the Condominium Project; and (iv) Any action which should have the effect of rendering the public liability insurance coverage maintained by the Owners' Association unacceptable to Lender.

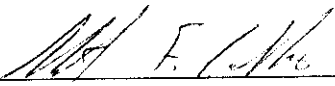
F. Voting Rights; Notice of Meetings. Unless such rights have already been assigned to the holder or beneficiary of a prior mortgage or deed of trust, trust indenture or mortgage, the existence of which has been disclosed in writing to Lender pursuant to Security Instrument, Borrower to the extent permitted by law, hereby assigns to Lender all of Borrower's voting rights under the Constituent Documents, and irrevocably appoints Lender as its attorney and proxy to cast its votes at all times permitted or required pursuant thereto, to the extent permitted by law. If Lender's representative fails to attend a duly called meeting, then Borrower may cast its votes as though this power had not been granted to Lender. It is agreed that this power shall be coupled with an interest and may not be revoked by Borrower until the promissory note is fully satisfied and the Security Instrument released. Borrower agrees that it will cause copies of all notices of meetings and other notices required or permitted under the Constituent Documents to be sent directly to Lender.

G. No Liability. Lender assumes no liability for the performance of any obligation under Constituent Documents, except that if Lender acquires possession of the Property through

foreclosure or otherwise, Lender agrees to perform and abide by all provisions thereof applicable to the owner of the Property as long as Lender retains title thereto.

H. **Default; Remedies.** If Borrower breaches Borrower's covenants and agreement hereunder, including the covenant to pay when due all condominium assessments, the breach will constitute a default under the Security Instrument and Lender may invoke any remedy provided herein subject to applicable law. Without limiting the foregoing, if Borrower does not pay condominium dues and assessments when due, the Lender may pay them. Any amounts disbursed by Lender hereunder shall become additional debt of Borrower secured by the Security Instrument, shall immediately due and payable and shall bear interest from the date of disbursement at the rate specified in the note or line of credit agreement unless otherwise prohibited by applicable law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.


MICHAEL F COLLINS


MICHELLE L COLLINS

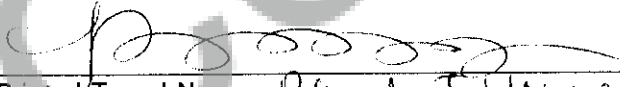
STATE OF Oregon)
COUNTY OF Klamath) PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the named Borrower(s), sign, and Seal, and by his/her act and deed deliver the within written Rider, and that he/she with the other witness whose signature appears above, witnessed the execution thereof.

Michael F. Collins & Michelle L. Collins

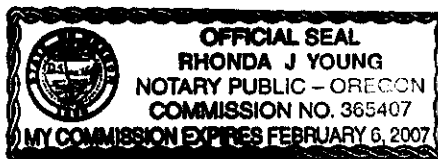
SWORN to before me this:

Date: Dec 16 2004


Printed/Typed Name: Rhonda J. Young
Notary public in and for the state of Oregon
Commission Number: 365407

Recording requested by and, when
recorded return to:
Washington Mutual Bank
2150 Cabot Blvd. West

Langhorne, PA 19047
Attn: Group 9, Inc.



BANK