



07/16/2008 10:37:15 AM

Fee: \$46.00

AFTER RECORDING RETURN TO:
Washington Federal Savings
MULTI-FAMILY-N OR Office
14990 SW BANGY RD
LAKE OSWEGO OR 97035
Attention: _____

Loan Number 097 205 345580-5
Title Company _____
Order Number 00065870

SHORT FORM DEED OF TRUST

ATE: 65870 MS

THIS DEED OF TRUST ("Security Instrument") is made July 9th, 2008 BETWEEN
HARVEY RUDMAN AND KATHRYN RUDMAN, HUSBAND AND WIFE

_____ as Grantor/Trustor
("Borrower"), whose address is 1151 CAMINO VALLECITO, LAFAYETTE CA 94549 ;
and ASPEN TITLE & ESCROW, INC. as Trustee,
whose address is 525 MAIN STREET KLAMATH FALLS, OR. 97601 ,
and WASHINGTON FEDERAL SAVINGS, a United States Corporation, as Beneficiary ("Lender"), whose address is
300 Ellsworth SW, Albany, Oregon 97321

Borrower hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale according to Oregon law, all Borrower's estate, right, title, interest, claim and demand, now owned or hereafter acquired, in and to the following described property in KLAMATH County, Oregon (the "Property", which term shall include all or any part of the Property, any improvements thereon and all the property described in Paragraph 2 of the Master Form Deed of Trust hereinafter referred to):

SEE EXHIBIT "A" OF THIS DOCUMENT FOR THE COMPLETE LEGAL DESCRIPTION AND BY THIS REFERENCE INCORPORATED HEREIN.

TOGETHER WITH all the tenements, hereditaments and appurtenances, now or hereafter thereunto belonging or in any way appertaining, leases and other agreements for the use and occupancy pertaining thereto, and the rents, issues and profits thereof and all other property or rights of any kind or nature whatsoever further set forth in the Master Deed of Trust hereinafter referred to, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Lender to collect and apply such rents, issues and profits.

This Security Instrument shall constitute a security agreement under the Uniform Commercial Code of Oregon between Borrower as debtor and Lender as secured party. Borrower grants a security interest to Lender in any of the Property which is personal property and also grants a security interest in the property described in Paragraph 3 of the Master Form Deed of Trust hereinafter referred to, now owned or hereafter acquired by Borrower (the Property, as defined above, and the property described in said Paragraph 3 are hereafter collectively referred to as the "Collateral").

Borrower's Initials HR

\$46-A

THIS SECURITY INSTRUMENT IS FOR THE PURPOSE OF SECURING the following:

(a) Payment of the sum of _____

DOLLARS

ONE MILLION AND NO/100S

(**\$1,000,000.00**), with interest thereon according to the terms of a promissory note of even date herewith, payable to Lender or order and made by Borrower (the "Note", which term shall include all notes evidencing the indebtedness secured by this Security Instrument, including all renewals, modifications or extensions thereof);

b) Payment of any further sums advanced or loaned by Lender to Borrower, or any of its successors or assigns, if (1) the Note or other writing evidencing the future advance or loan specifically states that it is secured by this Security Instrument, or (2) the advance, including costs and expenses incurred by Lender, is made pursuant to this Security Instrument or any other documents executed by Borrower evidencing, securing, or relating to the Note and/or the Collateral, whether executed prior to, contemporaneously with, or subsequent to this Security Instrument (this Security Instrument, the Note and such other documents, including any construction loan, land loan or other loan agreement, are hereinafter collectively referred to as the "Loan Documents"), together with interest thereon at the rate set forth in the Note unless otherwise specified in the Loan Documents or agreed to in writing;

c) Performance of each agreement, term and condition set forth or incorporated by reference in the Loan Documents, including without limitation the loan agreement of even date herewith, which are incorporated herein by reference or contained herein.

THE MATURITY DATE OF THESE SECURED OBLIGATIONS, AS CONTAINED IN THE LOAN DOCUMENTS, INCLUDING THE NOTE, IS **August 15th, 2018**

By executing and delivering this Security Instrument and the Note secured hereby, the parties agree that all provisions of Paragraphs 1 through 69 inclusive of the Master Form Deed of Trust hereinafter referred to, except such paragraphs as are specifically excluded or modified herein, are hereby incorporated herein by reference and made an integral part hereof for all purposes the same as if set forth herein at length, and the Borrower hereby makes said covenants and agrees to fully perform all of said provisions. The Master Form Deed of Trust above referred to was recorded on the dates below shown, in the Official Records of the offices of the County Clerk, Director of Records & Elections or County Recorders of the following counties in the State of Oregon according to the enumerated recordation designations appearing below after the name of each county, to wit:

COUNTY	BOOK, REEL OR VOLUME	FILE OR PAGE NO(S).	DOCUMENT, MICROFILM RECORDING, FEE OR INSTRUMENT NO.	DATE OF RECORDING
BAKER			95 41 142	October 11, 1995
BENTON			M-204576-95	October 11, 1995
CLACKAMAS			95-062934	October 12, 1995
CLATSOP	883	111-122	9508232	October 11, 1995
COLUMBIA			95-08045	October 11, 1995
COOS			95-10-0399	October 11, 1995
CROOK	[Miscellaneous]		123668	October 11, 1995
CURRY			95-04705	October 11, 1995
DESCHUTES	387	1624-1635	95-35475	October 11, 1995
DOUGLAS	1374	356-367	95-19086	October 11, 1995
GILLIAM			M-21-466	October 11, 1995
GRANT	[Mtgs.]		952016	October 11, 1995
HARNEY	[Mortgage]		951702	October 11, 1995
HOOD RIVER	[Misc.]		952916	October 11, 1995
JACKSON			95-28821	October 11, 1995
JEFFERSON	[Mortgages]		954079	October 11, 1995
JOSEPHINE	186	1451-1462	95-17287	October 11, 1995
KLAMATH	M95(Mortgages)	27493-27504		October 12, 1995
LAKE	103 (Mortgages) Reel 23 File 0264	735-747	085234	October 11, 1995
LANE	[2103R]		95-57405	October 11, 1995
LINCOLN	307	0598-0609	6143169	October 13, 1995
LINN	0769	232-243		October 11, 1995
MALHEUR			95-6739	October 12, 1995
MARION	1266	340	Control #1266340	October 11, 1995
MORROW			M-46247	October 12, 1995
MULTNOMAH			95-125312	October 11, 1995
POLK	308	0644-0655	405767	October 11, 1995
SHERMAN	[Microfilm Mortgage Records]		950261	October 16, 1995
TILLAMOOK	373	164	95345657	October 11, 1995
UMATILLA	278	1450-1462	95-211270	October 11, 1995
UNION			161472	October 11, 1995
WALLOWA			95-29697	October 11, 1995
WASCO			953920	October 11, 1995
WASHINGTON			95073856	October 12, 1995
WHEELER	[Mortgages]		950381	October 11, 1995
YAMHILL			199513500	October 11, 1995

A copy of such Master Form Deed of Trust has been furnished to the person executing this Security Instrument, and by executing this Security Instrument the Borrower acknowledges having received such Master Form Deed of Trust.

The Property which is the subject of this Security Instrument is not used principally or primarily for agricultural or farming purposes.

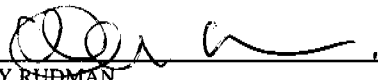
The undersigned Borrower requests that a copy of any Notice of Default and of any Notice of Sale hereunder, as required by Oregon law in case of non-judicial foreclosure of a deed of trust, be mailed to Borrower at Borrower's address as hereinabove set forth.

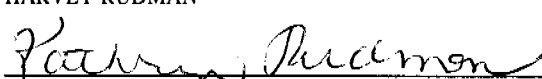
Borrower agrees to obtain all insurance required from time to time by Lender and as elsewhere provided in the Loan Documents, including flood insurance. If Borrower fails to maintain such insurance satisfactory to the Lender, Lender may make the payment on behalf of the Borrower and any sums expended shall be added to principal and bear interest at the rate provided in the Note.

If the box preceding any of the following statements contains an "X", that statement is a part of this Security Instrument. If the box is not so checked, the corresponding statement is not part of this Security Instrument.

- ☒ Paragraph 49 of the Master Form Deed of Trust (which refers to the existence, if any, of an adjustable rate feature in the Note) is hereby deleted.
- ☐ The Note secured hereby evidences a construction loan or land loan but is not a combination Note. Paragraph 53 of the Master Form Deed of Trust is hereby deleted.
- ☐ The Note secured hereby is a combination construction loan/permanent loan Note. Refer to paragraph 53 of the Master Form Deed of Trust.
- ☐ The Property or a part thereof is a Condominium. Refer to paragraph 50 of the Master Form Deed of Trust.
- ☐ A fee owner and a leasehold owner of the Property, or a portion thereof, have executed this Security Instrument. Refer to paragraph 51 of the Master Form Deed of Trust
- ☐ The Property or a part thereof is a leasehold estate. Refer to paragraph 52 of the Master Form Deed of Trust.
- ☒ See also Schedule "A" of this Short Form Deed of Trust, attached hereto and incorporated herein by this reference.

WITNESS the hand(s) and seal(s) of the Borrower, and each of them if more than one, on the day and year first above written.


HARVEY RUDMAN


KATHRYN RUDMAN

STATE OF)
COUNTY OF) ss.
I certify that I know or have satisfactory evidence that _____
[Name(s) of person(s)]
is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____
(Seal or Stamp)

(Signature)
Notary Public in and for the State of _____,
residing at _____
My commission expires _____

STATE OF)
COUNTY OF) ss.
I certify that I know or have satisfactory evidence that _____
[Name(s) of person(s)]
is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the _____
(Type of Authority, e.g., Officer, Trustee)
of _____
(Name of the Party on Behalf of Whom the Instrument was Executed)
to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____
(Seal or Stamp)

(Signature)
Notary Public in and for the State of _____,
residing at _____
My commission expires _____

"SCHEDULE A"
ADDENDUM TO DEED OF TRUST

Date: July 9th, 2008

Loan Number: 097 205 345580-5

Addendum attached to and forming part of the Deed of Trust, Security Agreement and Fixture Filing with Assignment of Leases, Rents and Accounts ("Security Instrument") of even date by and between **HARVEY RUDMAN AND KATHRYN RUDMAN, HUSBAND AND WIFE**

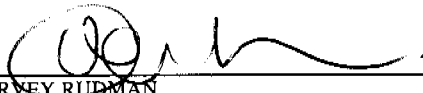
_____ as
Borrower and **WASHINGTON FEDERAL SAVINGS**, as Lender.

Covenant Number 70 is added to the Security Instrument as follows:

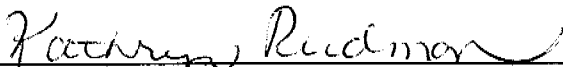
70. SECONDARY FINANCING

There are two alternative covenants stated below which refer to whether or not, and if so, in what manner, secondary financing subordinate to the lien created by the Security Instrument will be permitted. Only one of these two alternatives shall be a part of this Addendum and the Security Instrument. Lender has determined which alternative is a covenant of the Borrower by checking below the appropriate box immediately preceding the paragraph Lender has determined to be applicable to Borrower, and Borrower has agreed to this chosen alternative by signing this Addendum to the Security Instrument and pursuant to the terms of Lender's loan commitment.

- ☒ No secondary financing, whether or not subordinate to the lien of this Security Instrument, shall be made so as to further encumber the Property unless Lender, in its sole discretion, hereafter approves of such secondary financing in advance of its imposition; and if Borrower shall breach the terms of this covenant, Lender may, at its option, declare a default and acceleration of the loan consistent with the terms of Covenant Number 28 of the Security Instrument and thereafter, upon failure to cure the breach, exercise any and all remedies conferred upon Lender by law and by the terms of the Security Instrument. In the event of such a breach by Borrower, Lender need not be required to show an impairment of its security in order to avail itself of the remedies conferred by this covenant
- ☐ Secondary financing which may further encumber the Property shall be limited to secondary financing subordinate to the lien created by this Security Instrument and which, in the aggregate, does not exceed \$ _____; and if Borrower shall breach the terms of this covenant, Lender may, at its option, declare a default and acceleration of the loan consistent with the terms of Covenant Number 28 of the Security Instrument and thereafter, upon failure to cure the breach, exercise any and all remedies conferred upon Lender by law and by the terms of the Security Instrument. In the event of such a breach by Borrower, Lender need not be required to show an impairment of its security in order to avail itself of the remedies conferred by this covenant.



HARVEY RUDMAN



KATHRYN RUDMAN

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF California)SS
COUNTY OF Contra Costa)

On July 14, 2008 before me, Karen Wright, Notary Public, personally appeared

Harvey Rudman and Kathryn Rudman
who 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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Karen Wright



This area for official notarial seal.

OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER(S) TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER Manager

SIGNER IS REPRESENTING:

Name of Person or Entity _____

Name of Person or Entity _____

OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Exhibit A

PARCEL 1:

A tract of land situated in the SE 1/4 of the NE 1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, said tract being a portion of tract described in deed from Petrio to McNeely recorded in Volume M-71 at Page 12811, Records of Klamath County, Oregon, being more particularly described as follows:

Beginning at an iron pin located 655 feet South and 30 feet West of the Southeast corner of the NE 1/4 of the NE 1/4 of said Section 10, said point lying on the West boundary of Summers Lane; thence West along the North line of above described tract a distance of 237.0 feet to the true point of beginning of this description; thence South a distance of 85.0 feet to a point; thence West a distance of 112.2 feet to an iron pin; thence South 01° 55' East a distance of 146.0 feet, more or less, to an iron pin on the Northeasterly boundary of the irrigation canal; thence following said boundary North 55° 43' West a distance of 114.0 feet and North 63° 31' West a distance of 288.0 feet to an iron pin on the Southeasterly boundary of the USBR Drain; thence North 27° 45' East along said boundary a distance of 43.2 feet to an iron pin marking the Northwest corner of said tract described in Volume M-71 at Page 12811; thence East along the North line of said described tract a distance of 439.2 feet, more or less, to the point of beginning.

PARCEL 2:

A tract of land situated in the SE 1/4 of the NE 1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8 inch iron pin marking the Southeast corner of the NE 1/4 of the NE 1/4 of said Section 10; thence South 01° 12' 00" East along the East line of the SE 1/4 of the NE 1/4 of said Section 10 and along the centerline of Summers Lane a distance of 64.41 feet to the true point of beginning of this description; thence South 87° 40' 20" West a distance of 30.00 feet to a 5/8 inch iron pin on the Westerly right of way line of Summers Lane; thence continuing South 87° 40' 20" West along an existing fence line a distance of 383.72 feet to a 5/8 inch iron pin on the Easterly right of way line of the USBR Drain Canal; thence South 26° 17' 00" West along said right of way line a distance of 655.09 feet to a 5/8 inch iron pin; thence North 88° 48' 00" East at right angles to the East line of the SE 1/4 of the NE 1/4 of said Section 10 a distance of 415.96 feet to a 5/8 inch iron pin; thence North 01° 12' 00" West parallel with the East line of the SE 1/4 of the NE 1/4 of said Section 10 a distance of 100.00 feet to a 5/8 inch iron pin; thence North 88° 48' 00" East a distance of 270.00 feet to a 1/2 inch iron pin on the Westerly right of way line of Summers Lane; thence continuing North 88° 48' 00" East a distance of 30.00 feet to the East line of the SE 1/4 of the NE 1/4 of said Section 10 and the centerline of Summers Lane; thence North 01° 12' 00" West along said line a distance of 489.34 feet to the true point of beginning of this description.

SAVING AND EXCEPTING THEREFROM the East 30 feet thereof lying within the right of way of Summers Lane.

END OF EXHIBIT "A"

HN
KR