

NJC 85765

2009-010680

Klamath County, Oregon



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08/07/2009 03:15:49 PM

Fee: \$36.00

Return to:
WASHINGTON FEDERAL SAVINGS
Klamath Falls Office
2972 S Sixth St
Klamath Falls OR 97603
Attn: _____

[Space Above This Line For Recording Data]

HOME EQUITY LINE OF CREDIT DEED OF TRUST

THIS DEED OF TRUST is which is dated July 30th, 2009, between _____

BRUCE NICKLE AND SHIRLEY NICKLE, HUSBAND AND WIFE Trustor,
whose address is 6537 HILYARD AVE, KLAMATH FALLS OR 97603 ;
CHICAGO TITLE AND INSURANCE COMPANY OF OREGON, Trustee,
and Washington Federal Savings, Beneficiary, whose address is _____
300 Ellsworth SW, Albany, Oregon 97321

WHEREAS Trustor has entered into an agreement with Beneficiary under which Beneficiary agrees to
lend to the Trustor from time to time, subject to repayment and reborrowing, up to a total amount
outstanding at any point in time of: _____

TWENTY FIVE THOUSAND AND NO/100S

(\$ 25,000.00) Dollars which
indebtedness is evidenced by Trustor's Home Equity Line of Credit Agreement and Disclosure Statement
dated 07/30/2009, (herein "Agreement"). The Agreement is incorporated herein by reference as
though fully set forth.

TO SECURE to Beneficiary the repayment of the indebtedness evidenced by the Agreement, together
with all renewals, modifications, or extensions thereof, with interest thereon, the payment of other sums,
with interest thereon, advanced to protect the security of this Deed of Trust, and the performance of the
covenants and agreements of Trustor herein contained, together with interest thereon at such rate as may
be agreed upon, Trustor does hereby irrevocably grant, bargain, sell and convey to the Trustee in Trust,
with the power of sale, the following described property in KLAMATH County, State
of Oregon:

PARCEL 3 OF LAND PARTITION 24-99 BEING A PORTION OF PARCEL 3 OF "LAND
PARTITION 12-94" SITUATED IN THE SE 1/4 SW 1/4 OF SECTION 1, TOWNSHIP 39
SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

TOGETHER WITH AN EASEMENT FOR ACCESS AND PUBLIC UTILITIES OVER, ACROSS AND
UNDER THE EASTERLY 30 FEET OF PARCELS 1 AND 2 OF SAID LAND PARTITION 24-99
AS DELINEATED ON THE FACE OF SAID LAND PARTITION.

which currently has the address of 6537 HILYARD AVE
[City] KLAMATH FALLS, Oregon 97603 [Street] ("Property Address")
[Zip Code]

Borrower's Initials

BA

36AMT

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof; it being the express intent of Trustor and Beneficiary that this Deed of Trust and the estate held by Trustee hereunder shall continue in effect notwithstanding that from time-to-time no indebtedness of Trustor to Beneficiary under the Agreement may exist, and shall survive as security for all new or additional indebtedness of Trustor to Beneficiary under the Agreement from time-to-time arising.

REVOLVING LINE OF CREDIT. Specifically, without limitation, this Deed of Trust secures a revolving line of credit, which obligates Lender to make advances to the Trustor so long as the Trustor complies with all terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of the Trustor and Lender that this Deed of Trust secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit and any intermediate balance, as provided in this Deed of Trust.

VARIABLE INTEREST RATE. This agreement contains a Variable Interest Rate. The interest rate on Trustor's indebtedness under the Agreement may vary from time-to-time in accordance with such rate or rates, as described in the Agreement.

To protect the security of this Deed of Trust, Trustor 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 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, hazards included within the term "extended coverage" and such other hazards as Beneficiary may require in an aggregate amount not less than the total debt secured by this Deed of Trust and all other prior liens. All policies shall be in such companies as the Beneficiary may approve and have loss payable to the Beneficiary as its interest may appear and then to the Trustor. 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 Trustor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of the title search and attorney's fees to the maximum extent allowable by law, in any such action or proceeding.
5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the reconveyance fee at closing of the credit line account and expenses incurred in enforcing the obligations secured hereby including, without limitation Trustee's and Beneficiary's attorney's fees actually incurred.
6. Trustor shall not, without Beneficiary's prior written consent, grant or allow any further encumbrances or liens, voluntary or involuntary, against the property.
7. To promptly and fully perform all of the obligations of the mortgagor or trustor or contract purchaser under any existing mortgage or deed of trust or real estate contract on the property, and to save Beneficiary harmless from consequences of any failure to do so.
8. Should Trustor fail to pay when due any taxes, assessments, insurance premiums, including flood insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, or otherwise fail to keep and perform any of Trustor's covenants herein contained, the performance of which requires the expenditure of money, then, in any such event, the Beneficiary, at its election, may pay such sums as may be necessary to perform such obligations with respect to which the Trustor is in default, without prejudice to Beneficiary's right to accelerate the maturity of this Deed of Trust and to foreclose the same, and any and all amounts so paid shall be repaid by the Trustor to the Beneficiary upon demand, with interest thereon at the highest rate then applicable to Trustor's indebtedness under the Agreement or other loan document from the date of such payment, and all such payments with interest as above provided, shall, from the date of payment, be added to and become a part of the indebtedness secured by this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. 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 thereof as may be necessary to fully satisfy the obligations secured hereby, shall be paid to Beneficiary to be applied to said obligations.

2. 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.

3. 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 Trustor and the Beneficiary, or upon satisfaction of the obligations secured and written request for reconveyance made by the Beneficiary or the person entitled thereto. Such person or persons shall pay any recordation costs and reasonable trustee's fee for release or reconveyance.

4. Upon the occurrence of an event of default as defined below, unless otherwise prohibited by law, 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 Deed of Trust Act of the State of Oregon, at public auction to the highest bidder. Any person except Trustee may bid at the Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expenses of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligations secured by the Deed of Trust; (3) the surplus, if any less the clerk's filing fee, shall be deposited together with a copy of the recorded notice of sale with the clerk of the Superior Court of the county in which the sale took place.

5. 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 Trustor 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 purchasers and encumbrances for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Oregon is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity or 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 Trustor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Deed of Trust: (a) Trustor commits fraud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a false statement about Trustor's income, assets, liabilities, or any other aspects of Trustor's financial condition. (b) Trustor does not meet the repayment terms of the credit line account. (c) Trustor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without our permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

9. 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, successors and assigns. The term Beneficiary shall mean the holder and owner of the Agreement or other evidence of indebtedness secured hereby, whether or not named as Beneficiary herein.

10. This Deed of Trust has been delivered and accepted by Beneficiary in the State of Oregon. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Oregon.

BY SIGNING BELOW, Trustor accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

BRUCE NICKLE

SHIRLEY NICKLE

STATE OF OREGON)
COUNTY OF Klamath) ss.
I certify that I know or have satisfactory evidence that Bruce Nickle and Shirley Nickle

[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: 8/3/09

Heather Curtis
(Signature)



Notary Public in and for the State of Oregon,
residing at Klamath Falls
My commission expires 3/16/2011

STATE OF OREGON)
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 _____