



RECORDING REQUESTED BY AND,
WHEN RECORDED, RETURN TO:

2014-000485

Klamath County, Oregon

01/21/2014 08:48:55 AM

Fee: \$67.00

Sterling Saving Bank
Asset Recovery
111 N. Wall St.
Spokane, Washington 99201

DEED OF TRUST

THIS DEED OF TRUST, made this 21 day of October 2013, between Steven A. LeMarr and Sharon L. LeMarr, husband and wife, GRANTORS, whose street address is 2391 California Avenue, Klamath Falls, OR 97601 and AmeriTitle, TRUSTEE, whose street address is 300 Klamath Avenue, Klamath Falls, OR 97601, and Sterling Savings Bank, a Washington state-chartered bank, BENEFICIARY, whose street address is 111 North Wall Street, Spokane, Washington 99201.

WITNESSETH: Grantors hereby bargain, sell, and convey to Trustee in trust, with power of sale, the following described real property in Klamath County, Oregon:

The Northerly 60 feet of Lot 37 and the Southerly 10 feet of Lots 22 and 23, LOST RIVER COURT ADDITIONS TO MERRILL, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon

APN: 4110-011AB-02000-000

Commonly known as: 131 Court Drive, Merrill, Oregon 97633,

(the "Property"), which real property is not used principally for agricultural purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter belonging or in any way appertaining, and the rents, issues, and profits of the Property. This Deed of Trust is for the purpose of securing performance of each agreement of Grantors contained in this Deed of Trust, and payment of the sum of Twenty Thousand Dollars (\$20,000.00) in accordance with the terms of a Promissory Note of even date herewith, payable to Beneficiary, and made by Grantors, and all renewals, modifications, and extensions of the Promissory Note.

DUE DATE: The entire balance of the Promissory Note secured by this Deed of Trust shall be due and payable in full on or before August 1, 2014.

W. Tarrat

To protect the security of this Deed of Trust, Grantor covenant(s) and agree(s):

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 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. 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 title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
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. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the Property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.
7. **DUE ON SALE:** The Property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the Promissory Note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

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 as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
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 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.
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 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 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 fees; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.
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 Grantor had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they 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.
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, 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 an action or proceeding in which Grantor, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/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.

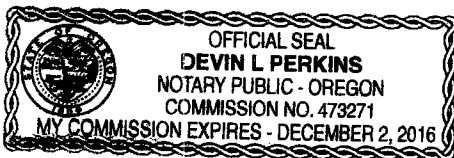
Steven A. Lemarr
STEVEN A. LEMARR

Sharon L. Lemarr
SHARON L. LEMARR

STATE OF OREGON)
COUNTY OF Klamath) ss

On October 24, 2013, before me, Devin W. Perkins, a Notary Public in and for said State, personally appeared STEVEN A. LEMARR personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same freely and voluntarily and that by his signature executed the instrument for the uses and purposes described therein.

DATED this 24 day of October, 2013.



Devin W. Perkins
Oregon

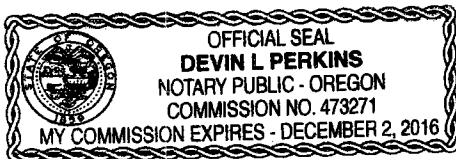
Print Name: Devin W. Perkins
NOTARY PUBLIC in and for the State of
Washington, residing at Sterling Bank
My commission expires: 12-2-2016

STATE OF OREGON

COUNTY OF Wlammath)
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On October 24, 2013, before me, Devin L Perkins, a Notary Public in and for said State, personally appeared SHARON L. LEMARR, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same freely and voluntarily and that by her signature executed the instrument for the uses and purposes described therein.

DATED this 24 day of October, 2013.



Devin L Perkins
Print Name: Devin L Perkins
NOTARY PUBLIC in and for the State of Oregon, residing at Sterling Bank
My commission expires: 12-2-2016

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 said 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 said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated: _____