

2020-010003

Klamath County, Oregon

08/12/2020 03:04:45 PM

Fee: \$132.00

When recorded return to (name, address):

Washington Federal Bank
425 Pike St
Seattle, Washington 98101
Attn.: Records Management

7044-25224498B
3/11/16 AM

[Space Above This Line For Recording Data]

HOME EQUITY LINE OF CREDIT DEED OF TRUST

THIS DEED OF TRUST which is dated August 7, 2020 between, Gary Francis Pattee and Millie B Pattee, Trustees of the Pattee Family Trust dated July 8, 2005, Trustor, whose address is 11511 Alderwood Dr, La Pine, Oregon 97739; AmeriTitle, Inc., Trustee, whose address is 300 Klamath Ave., Klamath Falls, Oregon 97601, and Washington Federal Bank, National Association, Beneficiary, whose address is 425 Pike Street, Seattle, Washington 98101.

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: Seventy Thousand And 00/100 (\$70,000.00) Dollars which indebtedness is evidenced by Trustor's Home Equity Line of Credit Agreement and Disclosure Statement dated August 7, 2020, (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:

Lot 12 in Block 5 of Sun Forest Estates, Tract 1060, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

which currently has the address of 11511 Alderwood [Street] La Pine [City], Oregon [State] 97739 [Zip Code] ("Property Address") 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

wfc362or

Page 1 of 5

LO362 (OR) 10/17/13



00000000054866592602708062020

After recording return to:
First American Title
395 SW Bluff Drive, Suite 100
Bend, OR 97702

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

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.

_____(Seal)
-Borrower
The Pattee Family Trust

Gary Francis Pattee (Seal)
-Borrower
Gary Francis Pattee, Trustee

Millie B. Pattee (Seal)
-Borrower
Millie B Pattee, Trustee

STATE OF OREGON)
COUNTY OF Deschutes) ss.
I certify that I know or have satisfactory evidence that)

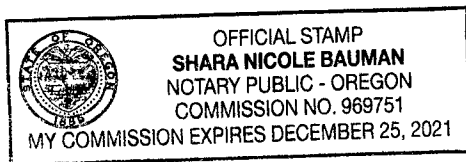
~~The Pattee Family Trust and~~ Millie B Pattee
Gary Francis Pattee

[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: 8/7/2020
(Seal or Stamp)

Shara Nicole Bauman
(Signature)
Notary Public in and for the State of Oregon
residing at Deschutes county
My commission expires 12/25/21



STATE OF OREGON

COUNTY OF Deschutes)
I certify that I know or have satisfactory evidence that) ss.

The Pattee Family Trust and Millie B Pattee
Gary Francis Pattee

[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 trustees

of the Pattee Family Trust (Type of Authority, e.g., Officer, Trustee)

(Name on the Party of 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: 8/7/2020

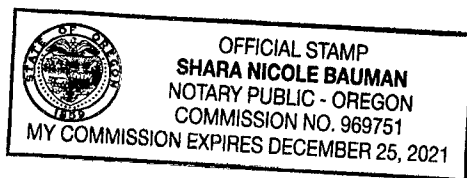
(Seal or Stamp)

Shara Nicole Bauman

(Signature)

Notary Public in and for the State of Oregon
residing at Deschutes County
My commission expires 12/25/21

Washington Federal Bank, National Association NMLS: 410394
Alexander Nelson NMLS: 1832010



**MANUFACTURED HOME RIDER
TO MORTGAGE, DEED OF TRUST
OR OTHER SECURITY INSTRUMENT**

Loan Number **5486659**

THIS MANUFACTURED HOME RIDER is made this **7th** day of **August, 2020**, and is incorporated into and shall be deemed to amend and supplement that certain Mortgage, Deed of Trust or Other Security Instrument (the "Security Instrument") of the same date hereof given by the undersigned (the "Borrower(s)") to secure Borrower's Promissory Note (or Manufactured Home Retail Installment Contract) to **Washington Federal Bank, National Association** (the "Note Holder") of the same date hereof (the "Note"), and relating to the property described in the Security Instrument and located at:

11511 Alderwood, La Pine, Oregon 97739

The following provisions are applicable to the Security Instrument, including those marked and completed (where applicable):

1. ☒ **DESCRIPTION OF REAL PROPERTY.** The description of the real property set forth in the Security Instrument is amended by the addition of the following:

Together with all improvements constructed upon, affixed to or located upon the above described real property, including without limitation any residential dwelling located upon or to be located thereon, which dwelling is or may be a manufactured home, as herein below described, which manufactured home is or upon placement and affixation shall be conclusively deemed to be real estate (the "Manufactured Home"):

Make: **Palm Harbor**

Model: **Palm Harbor**

Serial Number:

PHH310OR20-BR08A

☒ No Certificate of Title has been issued

☐ Certificate of Title No.

PHH310OR20-BR08B

2. ☐ **MANUFACTURED HOME AS PERSONAL PROPERTY SECURITY.** The Note is also secured by a security interest in favor of Note Holder in the following described manufactured home ("Manufactured Home"), which is located on the real property described in the Security Instrument:

Make:

Model:

Serial Number:

☐ No Certificate of Title has been issued

☐ Certificate of Title No.

3. **ADDITIONAL COVENANTS OF BORROWER(S) RELATING TO MANUFACTURED HOME.** If Paragraph 1 has been marked and completed, Borrower(s) agree(s) to comply with all State and local laws and regulations relating to the affixation of the Manufactured Home to the real property described herein including, but not limited to, surrendering the Certificate of Title (if required), obtaining any governmental approval and executing any documentation necessary to classify the Manufactured Home as real property under State and local law.

The Manufactured Home shall be at all times and for all purposes permanently affixed to and part of the real property described herein and shall not be removed from said real property. Borrower(s) covenant(s) that affixing

MANUFACTURED HOME RIDER TO DEED OF TRUST OR OTHER SECURITY INSTRUMENT

Washington Federal Bank, National Association NMLS: 410394

Alexander Nelson NMLS: 1832010

Page 1 of 3

11981



00000000054866591198108062020

the Manufactured Home to the real property described herein does not violate any zoning laws or other local requirements applicable to manufactured homes.

If Paragraph 2 has been marked and completed, Borrower(s) agree(s) and covenant(s) that the Manufactured Home is and shall remain personal property, severable and separate from the real property described in the Security Instrument, and agree(s) and covenant(s) not to take any action, or fail to take any action, which would result in a change in such status.


4. SECURITY AGREEMENT AND FINANCING STATEMENT. This Security Instrument shall be a security agreement granting Lender a first and prior security interest in all of Borrower's right, title and interest in, to and under any personal property ("Personal Property") which under and within the meaning of the applicable State laws is and cannot be classified and considered real property, if any. Personal Property shall also include the Manufactured Home described in Paragraph 2 hereof, if applicable. In the event of any foreclosure sale, whether made by Trustee or a substitute trustee, or under judgment of the court or pursuant to a power of sale, all of the Property and Personal Property may, at the option of Lender, be sold as a whole or any part thereof. It shall not be necessary to have present at the place of such sale the Personal Property or any part thereof. Lender, as well as Trustee or any substitute trustee on Lender's behalf, shall have all the rights, remedies and recourses with respect to the Personal Property afforded to a "Secured Party" by the applicable state laws in addition to and not in limitation of the other rights and recourse afforded Lender and/or Trustee or any substitute trustee under this Security Instrument. Borrower(s) shall, upon demand, pay to Lender the amount of any and all expenses, including the fees and disbursements of Lender's legal counsel and of any experts and agents which Lender may incur in connection with: (i) the making and/or administration of this Security Instrument; (ii) the custody, preservation, use or operation of, or the sale or collection from, or other realization upon any property, real and/or personal, described in this Security Instrument; (iii) the exercise or enforcement of any of the rights of Lender under this Security Instrument; or (iv) the failure by Borrower(s) to perform or observe any of the provisions or covenants in this Security Instrument.

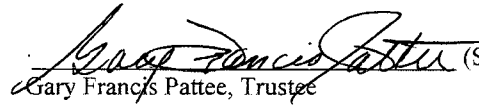
Lender may, at its election, at any time after the delivery of this Security Instrument, sign one or more copies of this Security Instrument in order that such copies may be used as a financing statement under the applicable State laws. Lender's signature need not be acknowledged, and is not necessary to the effectiveness hereof as a deed of trust, a security agreement, or (unless otherwise required by applicable law) a financing statement.


5. RESPONSIBILITY FOR IMPROVEMENTS. Lender shall not be responsible for any improvements made or to be made, or for their completion relating to the real property, and shall not in any way be considered a guarantor of performance by any person or party providing or effecting such improvements.

6. INVALID PROVISIONS. If any provision of this Security Instrument is declared invalid, illegal or unenforceable by a court of competent jurisdiction, then such invalid, illegal or unenforceable provisions shall be severed from this Security Instrument and the remainder enforced as if such invalid, illegal or unenforceable provision is not a part of this Security Instrument.

Executed this 7th day of August, 2020.

 (Seal)
The Pattee Family Trust

 (Seal)
Gary Francis Pattee, Trustee

 (Seal)
Millie B Pattee, Trustee

**MANUFACTURED HOME
AFFIDAVIT OF AFFIXATION**

Before me, the undersigned Notary Public, the following personally appeared **Gary Francis Pattee and Millie B Pattee, Trustees of the Pattee Family Trust dated July 8, 2005** known to me to be the person(s) whose name(s) is/are subscribed below (each a "Homeowner"), and who, being by me first duly sworn, did each on his or her oath state as follows:

1. Homeowner owns the manufactured home ("Home") described as follows:
2. The Home was built in compliance with the federal Manufactured Home Construction and Safety Standards Act.
3. If the Homeowner is the first retail buyer of the Home, Homeowner is in receipt of (i.) the manufacturer's warranty for the Home, (ii) the consumer Manual for the Home, (iii) the Insulation Disclosure for the Home, and (iv) the formaldehyde health notice.
4. The Home is or will be located at the following "Property Address":

11511 Alderwood, La Pine, Oregon 97739
(Property Address)

5. The legal description of the real property where the Home is or will be permanently affixed ("Land") is:

Lot 12 in Block 5 of Sun Forest Estates, Tract 1060, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

6. The Homeowner is the owner of the Land, or if not the owner of the Land, is in possession of the real property pursuant to a lease in recordable form, and the consent of the lessor is attached to this Affidavit.
7. The Home is anchored to the Land by attachment to a permanent foundation constructed in accordance with applicable state and local building codes and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty, and permanently connected to appropriate residential utilities (e.g. water, gas, electricity, sewer) ("permanently affixed"). The

Page 1 of 3
EC228A Rev. 02/02/07

wfmhafix



0000000054866591494408062020

Homeowner intends that the Home be an immoveable fixture and a permanent improvement to the Land.

8. The Home shall be assessed and taxed as an improvement to the Land
9. Homeowner agrees that as of today, or if the Home is not yet located at the Property Address, upon the delivery of the Home to the Property Address;
 - (a) All permits required by governmental authorities have been obtained
 - (b) The foundation system for the Home was designed by an engineer to meet the soil conditions of the Land. All foundations are constructed in accordance with applicable state and local building codes, and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty.
 - (c) The wheels, axles, towbar or hitch were removed when the Home was, or will be, placed on the Property Address;
 - (d) The Home is (i) Permanently Affixed to a foundation, (ii) has the characteristics of site-built housing, and (iii) is part of the Land.
 - (e) The Home is permanently connected to a septic tank or sewage system and other utilities such as electricity, water and natural gas.
10. If the Homeowner is the owner of the Land, any conveyance, or financing of the Home and the Land shall be a single transaction under applicable state law.
11. Other than those disclosed in this Affidavit, the Homeowner is not aware of (i) any other claim, lien, or encumbrance affecting the Home, (ii) any facts of information known to the Homeowner that could reasonably affect the validity of the title of the Home or the existence or non-existence of security interests in it.
12. A Homeowner shall initial only one of the following, as it applies to title to the Home:
 - ☐ The Home is not covered by a certificate of title. The original manufacturer's certificate of origin, duly endorsed to the Homeowner, is attached to this Affidavit, or previously was recorded in the real property records of the jurisdiction where the Home is to be located.
 - ☐ The Home is not covered by a certificate of title. After diligent search and inquiry, the Homeowner is unable to produce the original manufacturer's certificate of origin.
 - ☒ The ☐ manufacturer's certificate of origin ☒ certificate of title to the Home ☐ shall be ☐ has been eliminated as required by applicable law.
 - ☐ The Home shall be covered by a certificate of title.
13. This Affidavit is executed by the Homeowner(s) pursuant to applicable state law.

IN WITNESS WHEREOF, Homeowner(s) has executed this Affidavit in my presence and in the presence of the undersigned witnesses on this 7th day of August, 2020.

The Pattee Family Trust (Seal)

Gary Francis Pattee (Seal)
Gary Francis Pattee, Trustee

Millie B. Pattee (Seal)
Millie B Pattee, Trustee

Witness

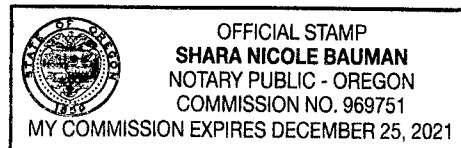
Witness

Washington Federal Bank, National Association NMLS: 410394
Alexander Nelson NMLS: 1832010

STATE OF Oregon)
COUNTY OF Deschutes) ss:

On the 7 day of August, 2020 before me the undersigned, a Notary Public in and for said State, personally appeared The Pattee Family Trust and Gary Francis Pattee and Millie B Pattee, as trustees of the Pattee Family trust. Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Shara Bauman
Notary Signature
Shara Bauman
Notary Printed Name



Notary Public, State of Oregon
Qualified in the County of Deschutes
My commission expires: 12/25/21