

84977

Vol. 80 Page 9891

And When Recorded Mail To:

CROCKER NATIONAL BANK

Yreka #052 Branch
P. O. Box 98
Yreka, California 96097
ZIP

DEED OF TRUST

(With Assignment of Rents and Security Agreement)

THIS DEED OF TRUST dated May 21, 1980 is being executed by

Richard D. Harry

(the "Trustor"), to CROCKER CUSTODY CORPORATION, a California corporation (the "Trustee"), in favor of CROCKER NATIONAL BANK, a national banking association (the "Beneficiary"), whose address is above.

1. Trustor hereby irrevocably grants, conveys, grants a security interest in, transfers and assigns to the Trustee, its successors and assigns, in trust, with power of sale and right of entry and possession, all of Trustor's present and future estate, right, title and interest in and to:

(a) that certain real property located in the County of Klamath, State of Oregon (the "Property"), commonly known as _____, more particularly described as follows:

Lot 1 in Block 2, FIRST ADDITION TO LOMA LINDA HEIGHTS in the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

- (b) all minerals, steam, gravel, oil, gas and other hydrocarbon substances at any time on or under the Property, all crops and timber now or hereafter growing on the Property, and all development rights, air rights, water, water rights and water stock now or hereafter relating to the Property;
- (c) all present and future buildings, improvements, landscaping and fixtures of any kind located on or otherwise relating to the Property, including but not limited to all apparatus, equipment, machinery and appliances used in connection with the operation or occupancy of the Property, such as heating and air conditioning systems, plumbing, elevators and escalators, all appliances and facilities for utility services, refrigeration, ventilation, communication, laundry, drying, dishwashing, cooking, irrigation, garbage disposal, recreation or other services or activities on the Property, and all window coverings, drapes and rods, carpeting and floor coverings, it being intended and agreed that all such items will be conclusively considered to be a part of the real property conveyed by this Deed of Trust, whether or not attached or affixed to the Property;
- (d) all appurtenances of the Property and all present and future rights of the Trustor in and to any streets, roads or public places, easements or rights of way relating to the Property;
- (e) all of the rents, royalties and income of the Property, and all rights of the Trustor under all present and future leases affecting the Property, including but not limited to any security deposits, such assignment being a present and absolute assignment, but with Trustor reserving a license to collect such rents, royalties and income so long as Trustor is not in default under this Deed of Trust;
- (f) all existing and future insurance proceeds, claims, awards and settlements arising out of any loss or damage to all or any part of the Property or items described in clauses (a) through (e) above, or out of any taking of any such property or items, or any conveyance in lieu of such taking; and
- (g) all existing and future causes of action and recoveries for any loss or diminution in value of all or any part of the Property or items described in clauses (a) through (f) from any cause.

All of the foregoing in clauses (a) through (g) are hereinafter sometimes referred to collectively as the "Mortgaged Property."

2. This Deed of Trust secures:

(a) payment and performance of the indebtedness and obligations under that certain promissory note (the "Note"), dated May 21, 1980, made in the amount of \$ 71,630.29 and executed in favor of Beneficiary by Trustor and/or (if so designated in the following space) by _____

9892

- together with interest thereon until paid;
- (b) payment and performance of the indebtedness and obligations under those additional promissory notes (referred to collectively with the Note described in clause (a) above as the "Note") that are described in Exhibit _____, which is attached hereto and incorporated herein;
- (c) payment and performance of the Trustor's obligations under this Deed of Trust;
- (d) payment of all sums advanced or paid out by Beneficiary or Trustee under any provision of this Deed of Trust;
- (e) payment of all future borrowings from Beneficiary by Trustor or any successor in ownership of the Property and/or (if so designated in the following space) by any one or more of the following parties: _____

when evidenced by a note or writing stating that it is secured by this Deed of Trust; and

- (f) payment and performance of all indebtedness and obligations under all extensions, renewals, supplements, modifications and amendments of the Note, this Deed of Trust or any such future borrowings.

3. Trustor promises and agrees as follows:

- (a) **Impound Accounts:** When permitted by applicable law and when requested by Beneficiary in writing, Trustor will pay to Beneficiary on the first day of each month, as additional security, one twelfth (1/12) of the annual taxes, assessments and insurance premiums for the Mortgaged Property, as estimated by Beneficiary. These sums will not be held as trust funds and may be commingled with Beneficiary's general funds. They will bear interest at a rate equal to or, at Beneficiary's option, higher than the rate required by applicable law. To the extent such sums have been paid to Beneficiary, they will be applied by Beneficiary to the payment of the foregoing obligations before delinquency provided that Trustor is not then in default under this Deed of Trust;
- (b) **Impound Deficiencies:** Trustor will pay to Beneficiary upon demand such additional sums over and above Beneficiary's estimates under clause (a) as are necessary to pay in full the obligations specified therein prior to their delinquency;
- (c) **Accountings:** Trustor will pay to Beneficiary at Beneficiary's option, a charge of \$15.00 or the maximum lawful charge, if higher, for any accounting statement regarding the secured indebtedness (including, but not limited to, statements rendered pursuant to Civil Code Section 2943);
- (d) **Collecting Rents, Royalties, and Income:** Trustor agrees that upon any default under this Deed of Trust, Beneficiary may, at its option and without notice to the Trustor, terminate Trustor's license to collect the rents, royalties and income of the Mortgaged Property and, in person or by agent or by court-appointed receiver, make demand for such rents, royalties and income upon the person or persons owing the same. Furthermore, upon any such default, Beneficiary may, at its option and without notice to Trustor, enter upon the Mortgaged Property or any part thereof and collect any such rents, royalties and income and apply the same after payment of Beneficiary's expenses and costs of collection, in Beneficiary's absolute discretion and without regard to the adequacy of its security, to the payment of the indebtedness secured by this Deed of Trust. It is understood that no action by Beneficiary to collect any of the rents, royalties or income of the Mortgaged Property will make Beneficiary a mortgagee-in-possession unless actual possession of the Mortgaged Property is taken by Beneficiary or its agent (which term shall not be construed to include a court-appointed receiver).

4. Trustor further promises and agrees as follows:

- (a) **Taxes:** Trustor will pay, when due, all taxes and assessments, including assessments on appurtenant water stock, and all other charges and encumbrances which now are or may hereafter be or appear to be a lien upon the Mortgaged Property or any part thereof. Upon any failure of Trustor to make such payments, Trustee or Beneficiary shall have the right, but not the obligation, to make the payments without demand upon Trustor or any notice to Trustor. Furthermore, Beneficiary shall be the sole judge of the legality or validity of any such taxes, assessments, charges or encumbrances and of the amounts necessary to be paid.
- (b) **Insurance:** Trustor will maintain insurance policies in force at all times on the buildings, improvements and other Mortgaged Property now or hereafter on the Property. These policies shall cover loss or damage by fire (with extended coverage) and any other risks which in the opinion of Beneficiary should be insured against. These policies shall also provide public liability insurance and any other insurance required by law, as well as rental loss or business interruption coverage if required by Beneficiary. All insurance policies must be satisfactory to Beneficiary as to amount, form, deductibles, insurer and cancellation provisions. Furthermore, any fire and hazard insurable to Beneficiary and Trustor as their interests may appear. Upon demand by Beneficiary, Trustor will deposit its insurance policies, premiums paid, with Beneficiary as additional security. This delivery shall constitute an assignment by Trustor to Beneficiary of all rights under such policies, including but not limited to the return of premiums. Trustor further agrees to give Beneficiary satisfactory evidence of renewal of all insurance policies with premiums paid at least fifteen (15) days before their expiration. Upon any failure of Trustor to comply with any of the foregoing provisions, Beneficiary may procure such insurance as it may elect and may make payment of premiums for such insurance, such payments to be reimbursed by Trustor as provided below. Whether or not any default under this Deed of Trust has occurred, Beneficiary shall in no event, by the fact of approving or accepting or obtaining any such insurance, incur any liability for the amount of insurance, the form or legal sufficiency of insurance contracts, the solvency of insurers, or the payment of losses by insurers. Trustor hereby expressly assumes full responsibility and liability for all such matters. In case of any loss, Beneficiary, in its absolute discretion and without regard to the adequacy of its security, upon any indebtedness secured by this Deed of Trust in such order as Beneficiary may determine. At Beneficiary's option, the amount so collected or any part of such amount may be released to the Trustor under such conditions as Beneficiary may from time to time prescribe. Any such application or release shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such default or notice.
- (c) **Condemnation:** All awards, damages, claims, settlements and causes of action, in connection with any actual or threatened taking of all or any part of the Mortgaged Property for public use or in connection with any injury to or diminution in value of all or any part of the Mortgaged Property, are hereby assigned to Beneficiary and shall be paid to Beneficiary. Beneficiary may apply such monies, in its absolute discretion and without regard to the adequacy of its security, to any indebtedness secured by this Deed of Trust. Alternatively,

Beneficiary may release such monies in whole or in part to Trustor under such conditions as Beneficiary may from time to time pre-
scribe. Any such application or release shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any
act done pursuant to such default or notice.

- (d) **Maintenance:** Trustor will properly care for and keep the Mortgaged Property and all buildings and improvements now or hereafter on the Property in good condition and repair, and will complete in good and workerlike manner any building which may at any time be constructed on the Property. Trustor will not remove, demolish or materially alter any building or structure at any time on the Property unless the written consent of Beneficiary has first been obtained. Trustor will pay, when due, all claims for labor performed and materials furnished in connection with any construction, alteration, maintenance or repair of any improvements on the Property. Trustor will comply with all existing and future requirements of all governmental authorities having jurisdiction over the Mortgaged Property, and with the terms and provisions of all recorded covenants, conditions or restrictions at any time affecting any of the Mortgaged Property. Trustor will not commit any waste on the Mortgaged Property or take any actions that might invalidate any insurance carried on the Mortgaged Property. Trustor will not seek or consent to any zoning or land use change affecting the Property by any governmental authority without Beneficiary's prior written consent. Trustor will do all acts in a timely and proper manner, which from the character or use of the Mortgaged Property are reasonably necessary to protect and preserve the value and condition of the Mortgaged Property.
- (e) **Defending Trust.** Trustor will, at Trustor's own cost and expense, appear in and defend any action or proceeding that might affect Beneficiary's security or that purports to affect the Mortgaged Property, and Trustor will file and prosecute all necessary claims and actions to prevent or recover for any damage to the Mortgaged Property or any destruction of it. Trustee and Beneficiary are each hereby authorized, although not obligated, to commence, appear in, or defend any such action or proceeding without notice to Trustor or demand upon Trustor, whether the action or proceeding is brought by or against Trustor, Beneficiary or Trustee. Trustee and Beneficiary are each also authorized, although not obligated, to exercise or enforce any other right, remedy or power available or conferred under this Deed of Trust, with or without suit, without notice to Trustor or demand upon Trustor, whether or not judgment has been entered in any such action or proceeding. In addition, Trustee and Beneficiary are each authorized, although not obligated, to appear or intervene in any such action or proceeding, to retain counsel for such purpose, to take any action in any such action or proceeding as either may be advised, and to settle or compromise any such action or proceeding, all without notice to Trustor or demand upon Trustor. For any of the foregoing purposes, Trustee and Beneficiary may expend and advance such sums of money as either may deem necessary, and all sums so expended or advanced shall be repayable by Trustor on demand and shall bear interest until repaid at the rate of ten percent (10%) per annum.
- (f) **Security Agreement:** This Deed of Trust is intended to be a security agreement pursuant to the California Commercial Code for any items of personal property specified above in Paragraph 1 which, under applicable law, may be subject to a security interest pursuant to the California Commercial Code and which are not herein effectively made part of the real property. Trustor hereby grants Beneficiary a security interest in said personal property and in all additions thereto, substitutions thereto and proceeds thereof, for the purpose of securing all indebtedness and other obligations of Trustor now or hereafter secured by this Deed of Trust. Trustor agrees to execute and deliver financing and continuation statements covering said personal property from time to time in such form as Beneficiary may require to perfect and continue the perfection of its lien or security interest with respect to said personal property. Trustor shall pay all costs of filing such statements and renewals and release thereof and shall pay all reasonable costs and expenses of record searches for financing statements which Beneficiary may reasonably require. Without the prior written consent of Beneficiary, Trustor shall not create or suffer to be created any other security interest in said personal property, including replacements and additions thereto. If at any time it should appear that Beneficiary's security interest in said personal property is subject or subordinate to any other lien or security interest, Trustor shall, immediately upon request by Beneficiary, take such actions and spend such sums as may be necessary to remove or subordinate such other lien or security interest in favor of Beneficiary's security interest, and failure of Trustor to accomplish such removal or subordination within ten (10) days after Beneficiary's request shall, at Beneficiary's option, constitute an event of default under this Deed of Trust. Upon the occurrence of any default under this Deed of Trust, Beneficiary shall have the rights and remedies of a secured party under the California Commercial Code as well as other rights and remedies available at law or in equity. At Beneficiary's option, Beneficiary may also invoke all rights and remedies provided in this Deed of Trust.
- (g) **Reimbursement:** If Trustor fails to perform any of its covenants or agreements contained in this Deed of Trust or if an action or proceeding of any kind (including but not limited to any bankruptcy, reorganization, arrangement, insolvency or other debtor-relief proceeding) is commenced which might affect Beneficiary's interest in all or any part of the Mortgaged Property or Beneficiary's right to enforce its security, then Beneficiary and Trustee are each hereby authorized, although not obligated, without notice to Trustor or demand upon Trustor, to make any appearances, disburse any sums, perform any act agreed to be performed by Trustor under this Deed of Trust, and take any other actions Beneficiary or Trustee believes necessary to protect or enforce the security of this Deed of Trust or to remedy the failure of Trustor to perform its covenants (without thereby waiving any default of Trustor or releasing Trustor from any obligation under this Deed of Trust). Trustor agrees to pay, promptly on demand, all costs and sums incurred or expended by Beneficiary or Trustee pursuant to the foregoing provisions of this paragraph, including but not limited to costs of insurance, surveys, evidence of title, court costs and reasonable attorneys' fees and disbursements, together with interest on such amounts at the rate of ten percent (10%) per annum until repaid.
- (h) **Inspection:** Either Beneficiary or Trustee, or both, may at any and all reasonable times enter and inspect the Mortgaged Property in person or by agent.
- (i) **Reconveyances:** If all indebtedness and obligations secured by this Deed of Trust and all reasonable charges and expenses incurred by Trustee in connection with this Trust are paid and performed in full, then Beneficiary shall mark all notes secured by this Deed of Trust as fully paid and shall deliver these notes to Trustee, together with this Deed of Trust and satisfactory evidence of the full payment of all other indebtedness and obligations secured by this Deed of Trust. Upon receiving the preceding items and the written request of Beneficiary for a reconveyance, Trustee shall reconvey, without warranty regarding title or possession or encumbrances, all of the estate in the Mortgaged Property which was granted to Trustee under the terms of this Deed of Trust and which has not been previously reconveyed. The grantee in any such reconveyance may be described and designated as "the person or persons legally entitled thereto" or the "present holder or holders of the equitable title of the real property described in said Deed of Trust." Beneficiary is not obligated to make any partial reconveyances under this Deed of Trust. All reconveyances, whether partial or full, shall be at the sole cost of Trustor or the grantee, including but not limited to any fees and charges of Trustee and any title policy endorsements required by Beneficiary for partial reconveyances. Such costs shall be fully paid or provided for to the reasonable satisfaction of Beneficiary as a condition precedent to the execution and delivery of any reconveyance.
- (j) **Late Charge:** Trustor recognizes that Beneficiary will incur extra expenses, the exact amount of which is impossible to determine, in handling any payment which is more than fifteen (15) days delinquent. Trustor agrees that a charge of six percent (6%) of the amount of the delinquent payment would be a reasonable estimate of the expenses so incurred. Therefore, in the event that any payment under any promissory note secured by this Deed of Trust is more than fifteen (15) days delinquent, Trustor will pay to Beneficiary promptly upon

demand a late charge equal to the lowest of: (i) six percent (6%) of the overdue principal and interest payment; (ii) such lesser percentage of the overdue principal and interest payment as is specified in the applicable disclosure statement, promissory note, loan agreement or other evidence of indebtedness; or (iii) the maximum charge permitted by applicable law.

- (k) **Default:** Trustor will be in default under this Deed of Trust if (i) any part of the obligations or indebtedness secured by this Deed of Trust is not paid or performed in accordance with its terms; or (ii) Trustor fails to perform any covenant or obligation contained in this Deed of Trust; or (iii) any financial information given by Trustor (or any maker, guarantor or endorser of the Note) to Beneficiary in connection with any indebtedness secured by this Deed of Trust is not true in any material respect; or (iv) the Mortgaged Property, or any part of the Mortgaged Property, is attached or becomes subject to any other legal process and is not released within sixty (60) days; or (v) Trustor (or any maker, guarantor or endorser of the Note) becomes insolvent, makes an assignment for the benefit of creditors, or becomes the subject of any liquidation or dissolution proceeding, or any bankruptcy, reorganization, arrangement, insolvency, receivership or other debtor-relief proceeding; or (vi) Trustor makes or permits any sale, contract of sale, lease with option to purchase, conveyance, alienation, hypothecation, or other transfer or encumbering of all or any part of the Mortgaged Property or any interest therein, whether voluntary or involuntary, without the prior written consent of Beneficiary.
- (l) **Remedies:** Upon the happening of any one or more of the events of default specified in Paragraph (k), Beneficiary may, at its option and without notice to Trustor or demand on Trustor, do any or all of the following: (i) declare all or any part of the indebtedness and obligations secured by this Deed of Trust to be immediately due and payable; (ii) enter onto the Mortgaged Property, in person or by agent or by court-appointed receiver, and take any and all actions which may be desirable in Beneficiary's judgment to manage or operate the Mortgaged Property or any business conducted on the Mortgaged Property or to complete any construction thereon or to preserve the value of the Mortgaged Property, including but not limited to collection and enforcement of the payment of all rents, royalties and income of all or any part of the Mortgaged Property, with or without taking possession and without thereby assuming any liability under any tenancy, lease, or other agreement relating to the Mortgaged Property; (iii) bring a court action to foreclose this Deed of Trust or to enforce any of its provisions or any of the indebtedness or obligations secured by this Deed of Trust; (iv) cause any or all of the Mortgaged Property to be sold under the power of sale granted by this Deed of Trust in any manner permitted by applicable law; or (v) exercise any other right or remedy available at law or in equity. Upon any entry by Beneficiary onto the Mortgaged Property, whether in person or by agent or by court-appointed receiver, Beneficiary shall have the right to use, without compensation, and without liability for any loss or damage, all items of personal property, inventories, business and accounting records, and other papers and materials of any nature belonging to or controlled by Trustor and which are located on the Property and reasonably necessary for the continued occupancy, management or operation thereof.
- (m) **Power of Sale:** If Beneficiary elects to cause any of the Mortgaged Property to be sold under the power of sale contained in this Deed of Trust, Trustee or Beneficiary shall give all notices required by law. Upon the expiration of such period of time as is provided by law, Trustee may sell the Mortgaged Property upon any terms and conditions specified by Beneficiary and permitted by applicable law. Trustee may postpone any sale by public announcement at the time and place noticed for the sale. If the Mortgaged Property consists of several lots or parcels, Beneficiary in its discretion may designate their order of sale or may elect to sell all of them as an entirety, whether or not Trustor objects. Any person, including Trustor, Trustee, and Beneficiary, may purchase at any sale. Upon any sale, Trustee shall execute and deliver to the purchaser or purchasers a deed or deeds conveying the Mortgaged Property sold, but without any covenant or warranty, express or implied. Any recitals in such deed or deeds of any fact affecting the regularity or validity of the sale will be conclusive against all persons. Trustor agrees to surrender possession of the Mortgaged Property to the purchaser at any such sale immediately and without demand.
- (n) **Proceeds of Sale:** The proceeds of any sale under this Deed of Trust will be applied in the following manner: (i) payment of the costs and expenses of the sale, including but not limited to Trustee's fees, legal fees and disbursements, title charges and transfer taxes, and payment of all expenses, liabilities and advances of Trustee, together with interest at the rate of ten percent (10%) per annum on all advances made by Trustee; (ii) payment of all sums expended by Beneficiary under the terms of this Deed of Trust and not yet repaid, together with interest at the rate of ten percent (10%) per annum; (iii) payment of the indebtedness and obligations secured by this Deed of Trust in any order that Beneficiary chooses; and (iv) the remainder, if any, to the person or persons legally entitled to it upon satisfactory proof of such right.
- (o) **Actions by Beneficiary or Trustee:** Without affecting Trustor's liability or any guarantor's or endorser's liability for any indebtedness or obligations secured by this Deed of Trust, Beneficiary may from time to time and without notice to Trustor: (i) release any person liable for the payment or performance of such indebtedness or obligations; (ii) extend or modify the terms of payment or performance of such indebtedness or obligations; (iii) accept additional real or personal property of any kind as security for such indebtedness or obligations; (iv) alter, substitute, or release any real or personal property securing such indebtedness or obligations; and/or (v) cause Trustee to consent to the making of any map or plat of the Mortgaged Property, to join in granting any easement or creating any restriction on the Mortgaged Property, or to join in any subordination or other agreement affecting this Deed of Trust.
- (p) **Condominiums: Planned Unit Developments:** In addition to all other covenants and agreements contained in this Deed of Trust, if this Deed of Trust covers one or more units or other interests in a condominium or a planned unit development, Trustor covenants and agrees as follows:

(i)
Trustor shall perform all of Trustor's obligations, including but not limited to the timely payment of all fees and assessments, under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of said condominium or planned unit development, and any constituent documents, all as amended or supplemented from time to time.

(ii)
Trustor shall not, except after notice to Beneficiary and with Beneficiary's prior written approval, consent to any of the following: the abandonment or termination or partition of the condominium or the planned unit development; any material amendment to the declaration, trust instrument, covenants, articles of incorporation, by-laws or any other constituent documents of the condominium or planned unit development, including but not limited to any amendment which would change the percentage interests of the unit owners in the common areas and facilities; any decision by the owners association or equivalent governing body to terminate professional management and assume self-management; or any transfer, release, encumbrance, partition or subdivision of all or any part of the common areas and facilities of the condominium or planned unit development, except as to the governing body's right to grant easements for utilities and related purposes which do not materially impair the security provided by this Deed of Trust.

(q) **General Provisions:**

(i)
Beneficiary may remove Trustee or any successor trustee at any time or times and appoint a successor trustee in any manner permitted by law, including but not limited to the recording of a written substitution in all counties where the Property or any part of the Property is located. Upon such appointment, all of the powers, rights and authority of the Trustee will immediately become vested in its successor.

Upon the written request of Beneficiary, Trustee may reconvey any portion of the Mortgaged Property at any time to the person or persons legally entitled to it. Such reconveyance shall be without warranty as to title, possession or encumbrances. Furthermore, it shall not affect the personal liability (whether as Trustor, maker, guarantor or endorser) of any person for the payment of any indebtedness or the performance of any obligation secured by this Deed of Trust, nor shall it affect the lien of this Deed of Trust on the remainder of the Mortgaged Property not reconveyed.

(iii)

If Beneficiary accepts any funds as payment on any indebtedness secured by this Deed of Trust and such funds are paid after the date on which they are due or after a Notice of Default has been recorded for any reason, then Beneficiary's acceptance of the funds shall not constitute a waiver of the Beneficiary's rights to declare a default for failure to pay the funds or for any other permissible reason, to exercise its remedies for any such default or to require prompt payment when due of all sums secured by this Deed of Trust. Likewise, Beneficiary's acceptance of such funds shall not waive Beneficiary's right to proceed with a sale of the Mortgaged Property under any recorded Notice of Sale.

(iv)

All remedies contained in this Deed of Trust are cumulative, and Beneficiary also has all other remedies provided by law or by any other agreement between Beneficiary and Trustor (or any maker, guarantor, or endorser of the Note). No delay or failure by Beneficiary to exercise any right or remedy under this Deed of Trust will be construed to be a waiver of that right or remedy or of any default by Trustor. Beneficiary may exercise any of its rights or remedies at its option without regard to the adequacy of its security. Beneficiary's consent to any act or omission by the Trustor will not be a consent to any other or subsequent act or omission.

(v)

The invalidity or unenforceability of any one or more provisions of this Deed of Trust shall in no way affect any other provision. The headings of the provisions of this Deed of Trust are for convenience only and shall not limit the meaning or scope thereof.

(vi)

Whenever the context so requires, the singular number includes the plural and vice versa and each gender includes each other gender. The term "Trustor" includes both the original Trustor and any subsequent owner or owners of the Mortgaged Property or any part thereof, and the term "Beneficiary" includes the original Beneficiary and also any future or other owner or holder, including pledges and participants of all or any part of the indebtedness secured by this Deed of Trust.

(vii)

Time is of the essence in the performance of all of Trustor's obligations under this Deed of Trust. Trustor waives all present and future statutes of limitation as a defense to any action to enforce the provisions of this Deed of Trust or to collect any indebtedness secured by this Deed of Trust to the fullest extent permitted by law.

(viii)

The terms of this Deed of Trust shall bind and benefit the heirs, legal representatives, successors and assigns of Trustor and Beneficiary and the successors in trust of Trustee. If Trustor consists of more than one person or entity, each will be jointly and severally liable to perform the obligations of Trustor. Any married person who executes this Deed of Trust agrees that recourse may be had against his or her separate property for all indebtedness or liability to Beneficiary secured by this Deed of Trust.

5. The Trustor requests that a copy of any notice of default and notice of sale required by law be mailed to Trustor at the following address:

P. O. Box E, Yreka, CA 96097

TRUSTOR Richard D. Harry
Richard D. Harry

STATE OF CALIFORNIA

County of Siskiyou

On May 21, 1980, before me the undersigned

a Notary Public in and for said State, personally appeared

Richard D. Harry

If Trustor is a partnership or corporation, DO NOT use this acknowledgement.
INSTEAD ATTACH PARTNERSHIP ACKNOWLEDGMENT OR CORPORATION ACKNOWLEDGMENT AS APPLICABLE.

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same.

(SEAL)

Diane Sutherland
NOTARY PUBLIC



STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 2nd day of June A.D., 19 80 at 10:05 o'clock A M., and duly recorded in Vol. M80, of Mortgages on Page 9891.

FEE 18.00

WM. D. MILNE, County Clerk
By Bernetha White Deputy