68820

MTC-1316 896 Vol. 19 Page

ings in condemnation are filed. Borrower shall promptly in DEED OF LENST be necessary to dolor THIS DEED OF TRUST is made this day of day of the induced us a taxing by November - to Allow the base of the box 28 this because of the base of the ba

ment of all reason *** David * J: O'Brien *** a leve necessarily part of ar of the condemonation be applied on the intertuctness secured hoteby. The "net you

(herein "Borrower' TO CONDENNATAMOUNTAIN TITLE Company*** usualey (an landanter

and the Beneficiary, but to sub and unable not share and reasonable cares more the una

(herein "Trustee"). (herein "Lender")

Molecono***First Interstate Bank of Oregon, N.A. *** a corporation organized and existing under the laws of The United States of America whose address is 2809 South Stath Street, P.O. Box 238, Klamath Falls, OR 97601

Believe of the beace interaction of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, Born of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of site, the following described property located in the Country of Klamath and conveys to Trustee, peliumedistant die site us appendent of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, State of Oregon: State of Oregon: State of Oregon: of this Deed, and twith exercising any such powers, incur any liability, expend whatever embunits in the Lander sor Tustoos account to mak Mester 1. 1.20, if she fuding, without limitation, costs of evidance of tide and employment of counsels and powers of currents in the Lander sor Tustoos account to mak Mester 1. 1.20, if she fuding, without limitation, costs of evidance of tide and employment of counsels and powers of currents in the Lander sor Tustoos account to mak Mester 1. 1.20, it is the table of table of the table of table

contest or compacinise any enclumbrance, charge or lien which, in the judgment of eithes, appears to be prior or superior to the lien or charge defend any action or proceeding purporting to affect the security of this Dead or the rights or powers of Lender or Trustery, hill pay, purchase, To protect the security of this Deed (Lender of Trustee are authorized to enter the Property for such purposes). (ii) commence, successing and under this Deed) may: (i) make any such payment of do any such actim whatevet manner and to whate (freesest of either only decombined as the such a s Hustee (but without obligation to do so and without notice to or demand upon Borrower and without releasing Borrower nom any ablighted PROTECTION OF LENDER'S SECURITY. Should Borrower fall to make any payment or do any car provided for in this Deed, Lender at er pert nereoù

is of this Depth of Russian Party of development, the by-law: (Street) juiations of the condominium or planned unit deve (CitA) and conditions documents. If a condominium or planned unit deve (CitA) and conditions documents.

Oregon 1: 97.603. On the line (Property Address'); generations of consume creating or around the condition of bedding how permit impa (Sib Code) is developed the Property. If this Doed of Trustis guis unif in a condominion were blowed uner two property if this Doed of Trustis guis unif in a condominion were blowed uner two property. PRESERVATION AND MAINTENARCE OF PROPERTY, Bortowershell keep the Property in nour instance and weat our complexies of TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents and all ID this poed by the standard of the property (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by

this Deed of Trust; and all of the foregoing, together with said property are hereinafter referred to as the "Property"; FOR THE PURPOSE OF SECURING: () payment of a revolving line of credit indebtedness in the principal sum of \$_10,000.00 The induction less section used a show to cover a use of the poly by Borrower and Lender on the date first appearing above, and also evidenced by AdvanceLine Drafts, AdvanceLine Requests, AdvanceLine Checking Account Advances (Custom Credit) and AdvanceLine Telephone Requests as well as any extensions, renewals and/or modifica-The Portovace and the Action of the December o

adisements in this Deed. adisements in this Deed. The indebtedness secured by this Deed is a revolving line of credit; Funds may be advanced by Lender, repaid by Borrower and subsequently readvanced by Lender. Without regard to the amount outstanding in any particular time, this Deed secures a total indebtedness of \$ 10,000.00 All amounts secured by this Deed are subject to a variable rate of interact, which may choose form time to time and the secure of the secur . All amounts secured by this Deed are subject to a variable rate of interest, which may change from time to time as recited

in the Agreement and which is not subject to any ceiling. According to the Agreement, any amendment to it, including a change in interest Second in the part of the outstanding principal balance on the effective date of any such amendment. The Agreement is incor-rate, may at Lender's option, affect the outstanding principal balance on the effective date of any such amendment. The Agreement is incor-inent such and the mutual such and the construction of the such as a such want such as a such as and creements on a replacement cost basis covering all improvements on the Property, in an amount trainclent to know replacement cost basis covering all improvements on the Property, in an amount trainclent to know replacement of any co-bounded in its entirefy into this Deed py this leteleter.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower and Lender covenant and agree as follows:

1. PAYMENT OF PRINCIPAL, INTEREST AND OTHER CHARGES. Borrower shall promptly pay when due the principal of indebtedness or obtaining only and the Agreement and by AdvanceLine Drafts, AdvanceLine Requests, AdvanceLine Checking Account Advances, and AdvanceLine Requests, AdvanceLine Checking Account Advances, and AdvanceLine Telephone Requests, interest thereon, any insurance premiums, and late charges and other charges, all in accordance with the Agreement.

APPLICATION OF PAYMENT. Payment will be applied as follows: First to interest accrued to the date of receipt of payment; then to insur-IDetenine: Dollaws, Kiplungamer, Ioward 10 rebuilts copy or an analysis of casani more that has been and a second se of any Regular Payment; then to Fees and Charges; and the remainder to unpaid principal.

3.1 Payment. Borrower shall pay when due all taxes and assessments levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Borrower shall maintain the Property free of any liens except for the Prior Lien (as defined in Paragraph 5 below), and except as otherwise provided in Section 3.2.

(i) 3.2 Right to Contest. Borrower may withhold payment of any tax; assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If the Property is subjected to a lien which is not discharged within 15 days, Borrower shall deposit with Lender cash; a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest proceedings, Borrower will defend itself and Lender and will name Lender as an additional obligee under any surety bond; and Borrower shall satisfy any final adverse judgment before enforcement against the Property.

got 33 a Evidence of Payment Borrower shall promptly furnish evidence of payment of taxes and assessments to Lender on its demand and shall authorize the appropriate county official to deliver to Lender at any time a written statement of the taxes and assessments against the Property 24 or a anacesso laturing can reader align up per admited to configence biocauguda studiust and and each of relieve to ensure Trust granted by Lender to any successor in interest of Bonower shall not sperate for discase, in any manner, the habitariot the discrementation over AIC & GORE HOWER NOT RELEASED. Extendion of the time for Parment or modification of an extended and the same as the chere of

ellish mrc

CORCE.

BY W WIG

4^{C4} BORROWER NOT RELEASED. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Out by A (out a) that success of balancin of paper using second and a se

Without affecting the liability of any person (including, but not limited to Borrower) for the payment of any indebtedness secured by this Deed, or the lien of this Deed on the remainder of the Property for the full amount of any indebtedness owing, (a) Lender may, from time to time without notice: (i) release any person liable for the payment of any of the indebtedness, (ii) accept additional security of any kind, including deeds of trust or mortgages, (iii) alter, substitute or release any property securing the indebtedness; and (b) Trustee may, at any time and from time to time, upon payment of Lender's then current fees and upon Lender's written request: (i) consent to the making of any map or plat of the Property, (ii) join in granting any easement or creating any restriction on the Property, (iii) join in any subordination or other agreement affecting this Deed or its lien and/or (iv) reconvey all or any part of the Property, without any warranty. The lieus accept of the Erior Free (to colled to Estocustor g ported) and except as opened to estocation of section of section

2.19 beiob independences to for services rendered or material turblehed in the Froperty, Berrower shell in services rendered or material turblehed in the Froperty Berrower shell in services rendered or material turblehed in the Froperty Berrower shell in services rendered or material turblehed in the Froperty Berrower shell in services rendered or material turblehed in the Froperty Berrower shell in services rendered or material turblehed in the Froperty Berrower shell in services rendered or material turblehed in the Froperty Berrower shell in services rendered or material turblehed in the Froperty Berrower shell in services rendered or material turblehed in the Froperty Berrower shell in services rendered or material turblehed in the Froperty Berrower shell in the Froperty Berrower shell in the Froperty Rendered or material turblehed in the Froperty Berrower shell in the Froperty Rendered or material turblehed in the Froperty Berrower shell in the Froperty Rendered or material turblehed in turblehed in turblehed in turblehed or material turblehed in turb

Prior Lien. The lien securing the indeptedness secured by this Deed of Trust is and remains secondary and inferior to the lien 51 securing payment of a prior note and mortgage or trust deed in favor of Oregon Department of Veterans' Affairs

securing the principal amount of \$_42,500.00 (the "Prior Lier"). Borrower expressly covenants and agrees to pay or see to the payment of the indebtedness secured by the Prior Lien and to prevent any default

1015 2 Default by Borrower. If the payment of principal or interest is not made within the time required under the Prior Lien, or if an event of default occurs and is not cured during any applicable grace period under the Prior Lien, then the indebtedness secured by this Deed of Trust shall, at the option of the Lender, become immediately due and payable.

ura Princerty is ununcumbered executive encumbrances of record. Borrower covenants that Borrower's services and **BEODELLA DAWAGE INZOLEUROCE** d'emands, subjectio encumbrances of record. Borrower and services and services and the reference of services and demands, subjectio encumbrances of record. Borrower and services and services are

Bou 6.1a Maintenance of Insurance. Borrower shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement cost basis covering all improvements on the Property, in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Lender. Policies shall be written in amounts, in form, on terms and with companies reasonably acceptable to Lender. Borrower shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will an each deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will an each deliver to Lender and the coverage will be shown as the coverage will be not be cancelled or diminished without a minimum of ten-days written notice to Lender.

6.2 Application of Proceeds. Borrower shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Borrower fails to do so within 15 days of the casualty. Lender may, at its election, apply the proceeds to the reduction of the indebtedness hereby secured or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Borrower shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Upon satisfactory proof of such expenditure, Borrower shall pay or reimburse Lender from the proceeds for the reasonable costs of repair or restoration. Any proceeds which have not been paid out within 180 days after their receipt and which Borrower has not committed to the repair or restoration of the Property, shall be applied to the indebtedness secured hereby in accordance with Paragraph 2 hereof. If Lender holds any proceeds after payment in full of the indebtedness secured hereby, such proceeds shall be paid to Borrower. Any unexpired insurance shall inure to the benefit of, and pass to, the Purchaser of the Property covered by this Deed of Trust at any Trustee sale of the Property.

63 Compliance with Prior Lien. During the period in which the Prior Lien described in Paragraph 5 is in effect, Borrower shall also comply with the insurance provisions contained in the Prior Lien. If any proceeds from the insurance become payable on loss, the provisions In this Deed of Trust for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Prior Lien.

PRESERVATION AND MAINTENANCE OF PROPERTY. Borrower shall keep the Property in good repair and shall not commit waste or 7 permit impairment or deterioration of the Property. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of the Borrower's obligations under the declarations or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

PROTECTION OF LENDER'S SECURITY. Should Borrower fail to make any payment or do any act provided for in this Deed, Lender or 8. Trustee (but without obligation to do so and without notice to or demand upon Borrower and without releasing Borrower from any obligation under this Deed) may: (i) make any such payment or do any such act in whatever manner and to whatever extent either may deem necessary to protect the security of this Deed (Lender or Trustee are authorized to enter the Property for such purposes); (ii) commence, appear in and defend any action or proceeding purporting to affect the security of this Deed or the rights or powers of Lender or Trustee; (iii) pay, purchase, contest or compromise any encumbrance, charge or lien which, in the judgment of either, appears to be prior or superior to the lien or charge of this Deed; and (iv) in exercising any such powers, incur any liability, expend whatever amounts in the Lender's or Trustee's absolute discretion may be deemed necessary, including, without limitation, costs of evidence of title and employment of counsel and payment of counsel's reasonable attorney's fees. All sums so incurred or expended by Lender or Trustee shall be secured by this Deed and, without demand, shall be immediately due and payable by Borrower and shall bear interest at the rate of interest then applicable to the principal balance under the Agreement; provided, however, that at Lender's or Trustee's option, such sums may be added to the principal balance then due under the Agreement and be payable under the terms of the Agreement. The procurement of insurance or the payment of taxes or other liens or charges by Lender or Lender's taking any action permitted hereunder shall not be a waiver of Lender's right to accelerate the maturity of the indebted-ness secured by this Deed of Trust. So and the state the maturity of the indebted by this Deed of Trust. So and the state the maturity of the indebted-ness secured by this Deed of Trust. The state the state the state the maturity of the indebted-ness secured by this Deed of Trust.

INSPECTION, Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

10. CONDEMNATION. If all or any part of the Property is condemned, Lender may elect to require that all or any portion of the net proceeds of the condemnation be applied on the indebtedness secured hereby. The "net proceeds" shall mean the total amount available after payment of all reasonable costs; expenses and attorneys' fees necessarily paid or incurred by Borrower, Lender, and Trustee in connection with the taking by condemnation. Sale of all or any part of the Property to a purchaser with the power of eminent domain in the face of a threat or the probability of the exercise of the power shall be treated as a taking by condemnation to which this paragraph shall apply. If any proceedings in condemnation are filed, Borrower shall promptly take such steps as may be necessary to defend the action and obtain the award.



11. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS; CAPTIONS. The covenants zet agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender subject to the provisions of Paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof. Any Borrower who co-signs this Deed of Trust, but does not execute the Agreement, (a) is co-signing this Deed of Trust and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Agreement or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12...NOTICE. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by delivering it or by mailing such notice to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. GOVERNING LAW; SEVERABILITY. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. BORROWER'S COPY. Borrower shall be furnished a copy of the Agreement and of this Deed of Trust at the time of execution hereof.

15. OTHER AGREEMENTS. Borrower shall fulfill all the Borrower's obligations under any other loan agreement which Borrower enters into with Lender or any home improvement or repair assessments. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights; claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. TPANSFER OF PROPERTY. If Borrower or any successor in interest to Borrower in the Property sells, conveys, alienates, assigns or transfers the Property or any part of it, or any interest in it, or becomes divested of Borrower's title or any interest in it in any manner or way, whether voluntary or involuntary. Lender shall have the right, at its sole option, to declare any indebtedness or obligation secured by this Deed, irrespective of the maturity date otherwise specified with respect to such indebtedness or obligation immediately due and payable, without notice or demand, and no waiver of this right shall be effective unless in writing and signed by Lender.

17. DEFAULT.

17.1 Events of Default. The following shall constitute events of default

(a) Failure of Borrower to pay any portion of the indebtedness secured hereby when it is due.

(b) Failure of Borrower within the time required by this Deed of Trust to make any payment for taxes or insurance or any other payment necessary to prevent filing of or discharge of any lien, except as provided in 3.2 hereof.

CC) Transfer or agreement to transfer any part or interest in the Property without the prior written consent of Lender.

FOX:0/ASI

(d) Insolvency on a balance sheet basis or business failure of Borrower; the commencement by Borrower of a voluntary case under the federal bankruptcy laws or under any other federal of state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Borrower in an involuntary case under the federal bankruptcy laws or under any other applicable federal or state law relating to insolvency or debtor's relief; the appointment or the consent by Borrower, the appointment of a receiver, trustee, or custodian of any of the Borrower's property; an assignment for the benefit of creditors by Borrower, the making or suffering by Borrower of a fraudulent transfer under applicable federal or state law; concealment by Borrower of any of its property in fraud of creditors; the making or suffering by Borrower of a preference within the meaning of the federal bankruptcy law; the imposition of a lien through legal proceedings or distraint upon any of the Property of Borrower which is not immediately discharged; or Borrower's failure generally to pay its debts as such debts become due. The events of default in this paragraph shall apply and refer to Borrower and to each of the individuals or entities which are collectively referred to as a "Borrower."

or commencement of any suit or other action to foreclose the Prior Lien.

similar law of any other state, failure of Borrower to perform any of the obligations imposed on Borrower by the declaration submitting the Property to condominium ownership, by the bylaws of the association of unit owners, or by any rules or regulations thereunder. If Borrower's interest in the Property is a leasehold interest and such Property has been submitted to condominium ownership, any failure of Borrower's interest in the Property is a leasehold interest and such Property has been submitted to condominium ownership, any failure of Borrower's interest in the Property is a leasehold interest and such Property has been submitted to condominium ownership, any failure of Borrower to perform any of the obligations imposed on him by the lease of the Property from its owner, any default under such lease which might result in termination of the lease as it perfains to the Property, or any failure of Borrower as a member of the association of unit owners to take any reasonable action within Borrower's power to prevent a default under such lease by the association of unit owners to take any reasonable action within Borrower's power to prevent a default under such lease by the association of unit owners.

Experience (9) Failure of the association, shall also constitute an event of default under this Deed of Trust. Experience (9) Failure of Borrower to perform any other obligation under this Deed of Trust after receipt of written notice from Lender specifyand ing the nature of the default. No notice of default shall be required if during the prior 12 months: Lender has already sent a notice to Borrower reor concerning default in performance of the same obligation. (1) the address of the prior 12 months in the default in performance of the same obligation. (1) the address of the same obligation of the address of the same obligation of the address of the same obligation of the address of the same obligation. (1) the address of the same obligation of the address of the same of the address of the same of the address of the same obligation of the address of the same of the address of the sam

about proceed (i). Borrower's omission of material information, or making of any materially false or materially misleading statement, on Borrower's credit statement relied on by Lender in entering into the Agreement, we want to the advect of the advect of the (i) Borrower's death.

sug exercity between subtraction of the mounteeing the Property or allowing the Property to be subjected to any liens or encumbrances except as provided exciniting 2 hereoffor to make exbed gringers are scient to be subject to be subjected to any liens or encumbrances except as provided and the microal ground and a subscription of the science are obligated to be subjected to any liens or encumbrances except as provided and the microal ground and any set of the science are obligated to be subjected to any liens or encumbrances except as provided and the microal ground and the science are science are science and the science are science are

ane out icit(). The occurrence of anything relating to Borrower or the Property which causes Lender in good faith to deem itself insecure. of or breinnice the back and property and a complete source of the Property which causes Lender in good faith to deem itself insecure. 17.2 Remedies. Upon the occurrence of any event of default and at any time thereafter. Trustee or Lender may exercise any one or more of the following rights and remedies:

2018 OU BILL (a) Lender may declare the entire indebtedness secured hereby immediately due and payable.

eold as the week of the shall have the hight to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with applicable law.

deline (C) If the Property is submitted to condominium ownership. Borrower grants an irrevocable power of attorney to Lender to vote in Its discretion on any matter, that may come before the members of the association of unit owners. Lender shall have the right to exercise this power of attorney only after default by Borrower and may decline to exercise the power, as Lender may see fit. SSTS2 this power bightion may only sher default by actions and they decline to exercise

IDP howsel of billion to any other right or realiable at law in equily or otherwise delivered by Boltower, in connection therewith, or available at law, in equity or otherwise. 173 "Sale of the Property. In exercising its rights and remedies, the Trustee or Lender may cause all or any part of the Property to be

Sold as a whole or in parcels, and certain portions of the Property may be sold without selling other portions. Lender may bid at any public secure a local property with a secure a local property with a secure of the property with a secure of the

17.4. Waiver; Election of Remedies. A waiver by either party of a breach of a provision of the Deed of Trust shall not constitute a waiver. of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and all remedies of Lender under this Deed of Trust are cumulative and not

exclusive. An election to make expenditures or take action to perform an obligation of Borrower shall not affect Lender's right to declare a default and exercise its remedies under this Deed of Trust. 175 - Attorneys Frees; Expenses, In the event suit or action is instituted to enforce any of the terms of this deed, the prevailing party

shall be entitled to recover its reasonable attorneys' fees at trial, on any appeal, and on any petition for review, in addition to all other sums. provided by law. Whether of not any court action is involved, all reasonable expenses incurred by Lender that are necessary at any time in Lender's opinion for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness secured hereby and shall be payable at the time and shall bear interest from the date of expenditure until repaid at the same interest rate as provided in Paragraph 8. Expenses covered by this paragraph include (without limitation) the cost of searching records, obtaining title reports, surveyors' reports,

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. As additional security hereunder, Borrower

16. ADDIGNMENT OF HEN IS; AFFOINT MENT OF HEUEIVER; LENDER IN FODDEDDION, AD additional becoming mereuning, borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Its source and payable its indication of the property have the right to collect and retain such rents as they become due and payable. Its part and a property have the right to collect and retain such rents as they become due and payable. Its part and a property have the right to collect and retain such rents as they become due and payable. donment of the Property, have the right to collect and retain such rents as they become due and payable. Delta subscription and the property is a page to be the property become due and payable. Upon acceleration under Paragraph 17 hereof or abandonment of the Property Lender, in person, by agent or by judicially appointed receiver. The patient of the Property and the property and the property set of the Property individual theory and the property individual theory shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due.

All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents. including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received. RECONVEYANCE: Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and

shall surrender this Deed of Trust and all Notes / Agreements evidencing indebted ress secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty to the person of persons legally entitled thereto. Such person or persons shall pay all costs of preparation and recordation, if any is bracked or any non-persons is any non-persons is an any non-persons is an any non-persons is any non-persons in the person of persons is any non-persons is any non-persons is any non-persons is any non-persons in the person of persons in the person of persons is any non-persons in the person of persons in the person of persons is any non-persons in the person of persons in the person of persons is any non-persons in the person of persons is any non-persons in the person of persons in the person of persons is any non-persons in the person of persons in the person of persons is any non-persons in the person of persons in the person of persons is any non-persons in the person of persons in the person of persons is any non-persons in the person of persons in the person of persons is any non-persons in the person of persons is any non-persons in the person of persons in the person of persons is any non-persons in the person of persons in the person of persons is any non-persons in the person of persons in the person of persons is any non-persons in the person of persons in the person of p Substitute the successor to the process to the process to the successor to

trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties contexted upon the Trustee berein and by applicable lawarst beak rubicy lease or number any other applicable reaction of any other applicable reaction of the second or any other applicable reaction of the second of a second of the second USE OF PROPERTY. The property is no four entry used for agriculture, timber of grazing purposes well are clain of a decise of provide the commence would be advised to a decise of provide the commence would be been posed on the providence of provide the commence would be been posed on the providence of provide

(g) use one of a particle speet peak or prainess tailing of Bottower, the commanded out on Bottower of Administration of Bottower, the commanded of Bottower, and the Agreement date of the state of the (n) Earling of Bottomer and the particle of the feature of the feature of the second as the second second second as the second s

executed by Borrower and recorded with it.

LOBi notice of demand, and no waiver of this right shall be effective unless in writing and signed by Leffice.

utesbergine or this mainlink nere of the was shering with testister in social and his reserves and

ce ou connyciunisty, Lender shall have the right, **Boucket**option, to decisite any tridebredness or obligation sector aday **Bourket** Mether Administry Contraction and American and the rest of the state o Borrower melocitors of services in competence and successor inservices of Borrower in the property sols, complet allenging and for our successor inservices of Borrower's the or invitation of the analysis where the or invitation of the property of the analysis where the or invitation of the property of the analysis where the or invitation of the property of County KI amath Welougle or services in connection with improvements made to the Property.

and activities or services in connection with improvements made to the Property.

and acknowledged the foregoing instrument to be Hits and the state of BORROWER'S COPY, Berrower shall be turnished a copy of the Agreement and of this Dred of Trust of the time of execution intreet Annual access of the second of the Agreement and of this Dred of Trust of the time of execution intreet.

A PORROW FROM DOVE THE PORROW FOR LENDE WE COMPARED FOR THE PORROW FOR LENDE WAS COMPARED FOR THE PORROW FOR THE PORROW FOR LENDE WAS COMPARED FOR THE PORROW FOR LENDE WAS COMPARED FOR THE PORROW FOR LENDER POR the Leed of itrust charbe given by deivening it of by maining enormous to segment of the respect to segment by deivening it of by maining enormous to be given by deivening it of by maining enormous to be given by deiven by deivening it of by maining enormous to be given by deiven by deivening it of by maining enormous to be given by deiven by deiven by deiven of the second to have been given to be given by deiven by deiven by deiven of the second to have been given to be given by deiven by deiven by deiven by deiven of the second to have been given by deiven b

and the period of Trust shall be given by delivering to by maling publication of surgery statistication of succession of success In the Deel of Trust shall be diven by delivering for the malice method care of a start of a sty colling to start of a sty colling to the malice method contrast of the start of a sty colling to the malice method contrast of the start of th The undersigned is the holder of the Agreement secured by this Deed of Trust. Said Agreement, together with all other indebtedness

Secured by the Deed of Trust, have been paid in full four are hereby directed to can be secured by the Deed of Trust, have been paid in full four are hereby directed to can be said Agreement and this Deed of Trust, which are delivered and the delivered to can be said agreement and this Deed of Trust, which are delivered to can be said a greement and this Deed of Trust, which are delivered to can be said a greement and this Deed of Trust, which are delivered to can be said a greement and this Deed of Trust, which are delivered to can be said a greement and this Deed of Trust, which are delivered to can be said and the said and the said and the delivered to can be said a greement and the said and the said and the delivered to can be said and the said secured by the Deed of Inust, have been paid in full, you are neredy directed to cancel salo Agreen nerit and this treed of inust, which are delivered by the block of the blo paragraphs of this Deed of Trust are for convenience only and are not as be used to interpret or vehicle the convenience or the Device the Devi

provisions of Paragriph 13 hereof. All covenants and agreements of Borrower shall be joint and sovietal. The papiens and headings of Bie ments herein contained shall bind, and the rights hereunder shall invite to, the respective successes and are time of Longer success to the second standard shall bind. And the rights hereunder shall invite to, the respective success and are time of Longer success to the second standard shall be and the rights hereunder shall invite to, the respective success and are time of Longer success to the second standard shall be and the rights hereunder shall invite to, the respective success and are time of Longer success to the second standard SUCCESSORS AND ASSIGNS BOUND: JOINT AND SEVERAL LIABILITY, CO-SIGNERS, CAPTIONS, The carotracts activity

2222

					50 S. 7		
				÷.P			
					ZZ1 Z	b	5 3
STATE OF OREGON:	COUNTY OF K	LAMATH: SS.			the ist		dzy
STATE OF OREGON: Filed for record at req of <u>December</u>	COUNTY OF K uest of A.D., 19 of	LAMATH: ss. <u>86</u> at <u>4:14</u> <u>Mortgages</u>	o'clock P on P	M., and duly reco age 22122 Biehn, Cou	the <u>lst</u> orded in Vol nty Clerk	<u>1136</u>	day
Filed for record at req	COUNTY OF K uest of A.D., 19 of	的发展和自己的意思和自己的问题的问题。	o'clock 	M., and duly rec age 22122 Biehn, Cou	the <u>lst</u> orded in Vol nty Clerk	1136 Th	dæy
Filed for record at req	COUNTY OF K uest of A.D., 19. of	LAMATH: ss. 86_at_4:14_ Mortgages		M., and duly rec age <u>22122</u> Biehn, <u>Cou</u>	the lst orded in Vol nty Clerk	<u>1136</u>	day
Filed for record at req of <u>December</u>	COUNTY OF K	LAMATH: ss.		M., and duly reco age <u>22122</u> Biehn, Cou	nty Clerk	<u>1136</u>	day
Filed for record at req of <u>December</u>	COUNTY OF K	LAMATH: ss. 86 at 4:14 Nortgages		M., and duly rec age 22122 Biehn, Cou	nty Clerk	n36 Th	day
Filed for record at req of <u>December</u>	COUNTY OF K	LAMATH: ss. <u>86 at 4:14-</u> <u>Mortgages</u>		M., and duly rec age <u>22122</u> Biehn, Cou	nty Clerk	<u>1136</u>	dzy
Filed for record at req	COUNTY OF K	LAMATH: ss.		M., and duly rec age <u>22122</u> Biehn, <u>Cou</u>	nty Clerk	<u>1136</u>	dzy
Filed for record at req of <u>December</u>	COUNTY OF K	LAMATH: ss. <u>86</u> at <u>4:14</u> <u>Mortgages</u>		M., and duly rec age <u>22122</u> Biehn, <u>Cou</u>	nty Clerk	<u>1136</u>	day