70102

DEED OF TRUST MTC- 1396-933

	, Oregoi					
	Grantor(s): Lumber Products	" D	te: Decemb	er 31, 1	_Pa ge_	
	Borrower(s):Lumber Products	- Addre	ss: <u>2116</u>	NW 20th	Portland	, OR
	Beneficiary/("Lender"): U.S. National Bank of Ores	- Addre			ortland,	
	Trustee: Bank of Corvallis	gon Addres	s: 2000 SI	W Morris	on / Po n	00.
	Bank of Corvallis	Addres		******* ()K	972095/97 L-5 REPM	7208
			Portlar	id, OR 9	27208	
	GRANT OF DEED OF TRUST. By signing below as Grantor, I irre the following property located in	evocably grant, ba	rgain, sell and conv of Oregon:	ey to Trustee	e, in trust, with p	power of sa
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-	and all huildings and a					
١.,	and rents from the property as a day.	r located on it is				
~;	and all buildings and other improvements and fixtures now or later and rents from the property as additional security for the debt described of Trust. The above described real property is not currently to 2. DEBT SECURED. This Deed of Trust and assignment of	ribed below. I agr	so hereby assign t	o Lender any	existing and fi	utura less
;	2. DEBT SECURED TO THE PROPERTY IS NOT currently I	used for agricultu	ral, timber or grazi	ally bound by	all the terms s	tated in th
	a. The payment of the principal, interest, credit report fees, late the amounts owing under a note ("Note") with an original principal p	its observed tollowing	g:			
	ether amounts owing under a note ("Note") with an original principal to the principal, interest, credit report fees, lated the principal of th	te charges, collec	tion costs, attorney	's' fees (inclu	idina sau	
	19 signed by	per amount of s			only any on ap	
	to Lender, on which the last payment is due other amounts specified in Exhibit					date
	other amounts specified in Exhibit <u>B</u> at of which obligations are collectively refe	tachod			. (Dorrower) as	n d payab l
	of which obligations are collectively refe	rached here	to and made	a part	hereof -	
	and under any extension	rred to as	A-1		a	11
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- 3.4 If any of these things agreed to in this Section 3 are not done. you may do them and add the cost to the Note or Credit Agreement. I will pay the cost of your doing these whenever you ask, with interest at the fixed or floating rate charged under the Note or the Credit Agreement, whichever is higher. Even if you do these things, my failure to do them will be a default under Section 6, and you may still use other rights you have for the default.
- 4. DUE-ON-SALE. I agree that you may, at your option, declare due and payable all sums secured by this Deed of Trust if all or any part of the property, or an interest in the property, is sold or transferred. If you exercise the option to accelerate I know that you may use any default remedies permitted under this Deed of Trust and applicable law. I know that you may exercise your rights under this due-on-sale provision each time all or any part of the property, or an interest in the property, is sold or transferred, whether or not you exercised your rights on any previous sales or transfers.
- the property under any land sale contract; or to foreclose any Permitted Lien or other lien on the property;
- 6.7 If there is any default under any lease or sublease of the property to which I am a party or through which I derive any interest in the property.
- 7. YOUR RIGHTS AFTER DEFAULT. After a default you will have the following rights and may use any one, or any combination of them, at any time.
 - 7.1 You may declare the entire secured debt immediately due and payable all at once without notice.
- 7.2 Subject to any limitations imposed by applicable law, either before or after a sale of the property under a judicial foreclosure, or before a sale of the property by advertisement and sale by the Trusteee, you may sue for and recover from Borrower all amounts remaining under the Credit Agreement, under the Note, and under this
- 7.3 You may foreclose this Deed of Trust under applicable law either

Hohis on any presidus sales de Narellesa. juaiblaily by suit in equity or nonjudicially by advertisement and

- 7.4 You may have any rents from the property collected and pay the amount received, over and above costs of collection and other lawful expenses, on the debt secured by this Deed of Trust.
- 7.5 I will be liable for all reasonable collection costs you incur. to the full extent allowed by law. If you foreclose this Deed of Trust either judicially by suit in equity or nonjudicially by advertisement and sale, I will also be liable for your reasonable attorneys' fees including any on appeal.
- 7.6 You may use any other rights you have under the law, this Deed
- 8. SATISFACTION OF DEED OF TRUST. When the secured debt is completely paid off and the credit agreement is cancelled and terminated as to any future loans. I understand that the Lender will request Trustee to reconvey, without warranty, the property to the person legally entitled thereto. I will pay the Trustee a reasonable fee for preparation and execution of the reconveyance instrument and I will record the reconveyance at my expense.
- CHANGE OF ADDRESS. I will give you my new address in writing whenever I move. You may give me any notices by regular mail at the last address I have given you.
- OREGON LAW APPLIES. This Deed of Trust will be governed by
- 11. NAMES OF PARTIES. In this Deed of Trust "I" means Grantor(s), and

LUMBER PRODUCTS

DUAL ACKNOWLEDGEMENT

STATE OF OREGON

Personally appeared the above named Lety Adult and acknowledged the toregoing Deed of Trust to be voluntary act.

Before me: Notal Public for Oregon

My Commission and SUGGES

My commission expires:

REQUEST FOR RECONVEYANCE

Cont TO TRUSTEE:

SOLOX

The undersigned is the holder of the Note and/or Credit Agreement secured by this Deed of Trust. The entire obligation evidenced by the Note and/or the Credit Agreement, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are herey directed to cancel the Note and/or the Credit Agreement and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the

Signature:

DEED OF TRUST After recording, return to: Hadiam Brand Bank Portland, OR 97208 atta and Smith

THIS SPACE FOR RECORDER USE

BVF. DE

"Lots Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24) and Twenty-five (25), Block Seventeen (17) of SECOND RAILROAD ADDITION to the City of Klamath Falls, Oregon."

Lumber Products

By: MULL DAWMINN Title Le / Transver

The following are the obligations secured by this Deed of Trust, collectively referred to as the "Note":

- i. The obligations of the Borrower under a Term Note dated December 31, 1986, in the original principal amount of payment is December 31, 1992; and
- ii. The obligations of the Borrower under an ESOT Note and Guarantee Agreement dated December 31, 1986, wherein to therein, in the original principal amount of \$5,000,000, payable to Lender, on which the last scheduled payment is

By: Aug Changer

Title Les Frances

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for of	record at reque	_ A.D., 19 87	
FEE	\$17.00	Mortgagas	P.M., and duly recorded in Vol. M87.
The selection of the se	· · · · · · · · · · · · · · · · · · ·	the first control of the control of	Welyn Biehn, County Clerk