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-	COLLINS-CAUBLE IN	VESTMENTS, a Partnershi	p, an estate in T	se simple	The publication of	Address
	104 Co Main Stree	starreka, carrioriia	96097		Beneficiary	("Lender")
-	TOTAL CANAL CANAL CANAL	THE BANK OF CITESON	<u> Productive file de la lea en la legació.</u> An al company en estado de la legación	Ca W str		Address
	P. O. Box 3347, Po	ortland, <u>Uregon 97208</u>	The subject to the life	Pice of Paris		Trustee
1.5	V1	TLE COMPANY amath Falls, Oregon 97	7601: Elengadi Elegibia.	ruisiine <u>t it e</u>		Address * (Borrower)
						(Dollower)
, def	The Lender has loaned money of ex	tended credit to coording to the terms of the following de	scribed promissory note(s):	printer de la la compania. En la compania de la	크 # 기 등 # 시 시 시 . 기계 등 보고 (제표 #46)	
y tij	William is lebayable with interest	Original Principal	Chilent Lincipa		Date Final Paymer is Due	II.
	Note Date	Balar ce	Balance	kalenda (j. 19		0003
	of Millian Charles Cauch was eigh	\$150,000.00	\$150,000.00		August 1,	2002
K	8/14/87				to(a) and under a	nv number of
	The term "Indebtedness" as use extensions and renewals of the not this Deed of Trust and any numb permitted under this Deed of Trus	d in this Deed of Trust shall mean (a) te(s), (b) any future amounts, together ver of extensions and renewals, and (c) t, with interest. The interest rate, paymethe terms of the note(s), and on account	any sums paid or advanced t ent terms and balance due un of any extensions and renewa	by the Lender to disc der the note(s) may b als of the note(s).	be indexed, adjuste	ed, renewed or
	े द्विती विकेश से प्राप्त होते हैं अध्यक्त में पूर्व ने पूर्व	no few appeal of all phligation	ons of Grantor under this Deed	d of Trust, Grantor in	revocably grants a	and conveys to tate of Oregon:
	Trustee in trust with nower of sa	edness and performance of an obligation ale, the following described property loc	ated in the County of	i ama cit		18. 6 - 2018 9 /18
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.	SEE ATTACHED	EXHIBIT "A" FOR LEGAL	DESCRIPTION		(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	ws. Holis
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2234 Washburn Way, Klamath Falls, Oregon Together with all appurtenances, all existing or subsequently erected or affixed improvements or fixtures, and, unless this Deed of Trust is being given to secure an extension of consumer credit requiring disclosures under the Federal Truth-in-Lending Act. Grantor also hereby grants to Lender a Uniform Commercial Code security interest in all equipment, furnishings and other articles of personal property now or subsequently located on or used in connection with the property; all of the foregoing is collectively referred to as the Property. The Property is not currently used for agricultural, timber, or grazing purposes. Grantor hereby assigns to Lender as additional security for the Indebtedness all present and future rents, leases, and profits from the

Maintenance of the Property.

1.1 The Property shall be maintained in good condition at all times. Grantor shall promptly make all necessary repairs, replacements and renevals so that the value of the Property shall be maintained, and Grantor shall not commit or permit any waste on the Property. Grantor shall comply with all laws, ordinances, regulations and private restrictions affecting the Property.

1.2 To the extent that the Property constitutes commercial property, Grantor shall operate the Property in such manner as to prevent deterioration of the land and improvements including fences, except for reasonable wear and tear from proper use.

1.3 Grantor shall not demolish or remove any improvements from the Property without the written consent of Lender.

2. Completion of Construction.

If some or all of the proceeds of the loan creating the Indebtedness are to be used to construct or complete construction of any improvement on the Property, Grantor agrees:

2.1 To commence construction promptly and in any event within 30 days from the date of this instrument, and complete the same in accordance with any agreements relating to construction and plans and specifications satisfactory to Lender within 8 months of the date of this instrument;

- 2.2 To allow Lender to inspect said property at all times during construction:
- 2.3 To replace any work or materials unsatisfactory to Lender within 15 calendar days after written notice to the Grantor of such fact;
- 2.4 That work shall not cease on the construction of such improvements for any reason whatsoever for a period of 15 consecutive days.

Taxes and Liens.

3.1 Grantor shall pay before they become delinquent all taxes and assessments levied against or on account of the Property, and shall pay as due all claims for work done on or for services rendered or material furnished to the Property. Special assessments shall be paid currently, without deferral, unless the lien for deferred assessments is subordinate to the interest of Lender under this Deed of Trust, or Lender gives its prior written consent to the deferral. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of the Lender under this Deed of Trust, except for "Permitted Encumbrances" as defined in 8.1, the lien of taxes and assessments not delinquent, and except as otherwise provided in

*Insert "Grantor" or the name of the Borrower if different from the Grantor.

- 3.2 Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as the Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within 15 days after the lien arises or, if a lien is filed, within 15 days after Grantor has notice of the filing, secure the discharge of the lien or deposit with the Lender cash or a sufficient corporate surety bond or other security satisfactory to the Lender in an amount sufficient to discharge the lien plus any costs, attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the
- 3.3 The assessor or tax collector of the county in which the Property is located is authorized to deliver to the Lender a written statement of the property taxes assessed or owing at any time.

Insurance.

- 4.1 Grantor shall carry such insurance as the Lender may reasonably require. This shall include insurance on the Property against fire, additional risks covered by a standard endorsement for extended coverage, and such other risks as may be specified by the Lender, including without limitation flood and war risks. Insurance on the Property shall be carried in companies and under policies approved by the Lender and shall be for an amount equal to the remaining unpaid portion of the Indebtedness or the full insurable value of the Property, whichever is less, and an amount sufficient to comply with any co-insurance provision in any policy.
- 4.2 All policies of insurance on the Property shall bear an endorsement in a form satisfactory to the Lender making loss payable to the Lender and shall be deposited with the Lender. In the event of loss, Grantor shall immediately notify the Lender, who may make proof of loss if it is not made promptly by Grantor. Proceeds shall be paid directly to the Lender who may compromise with any insurance company and make a final settlement which shall be binding upon Grantor. The Lender may, at its election, apply the proceeds to the reduction of the Indebtedness or the restoration or repair of
- 4.3 At least 30 days prior to the expiration of any policy, a satisfactory renewal or substitute policy shall be secured by Grantor.

Reserves; Mortgage Insurance Premiums.

- 5.1 If allowed by law, and if Grantor and Lender do not otherwise expressly agree in writing, Lender may require Grantor to maintain reserves for payment of taxes (including special assessments and other charges against the Property by governmental or quasi-governmental bodies) or premiums on property insurance or both. The reserves shall be created by payment each month to the Lender of an amount determined by the Lender to be sufficient to produce by the date they are due amounts equal to the estimated taxes and insurance premiums to be paid. If at the time that payments are to be made the reserve for either taxes or insurance premiums is insufficient, Grantor shall upon demand pay such additional sum as the Lender shall determine to be necessary to cover the required payment.
- 5.2 If the Lender carries mortgage (default) insurance covering the repayment of all or any part of the Indebtedness, the premiums for such insurance shall be paid by the Grantor, and if allowed by law, the Lender may

require Grar for to maintain a leserve for such purposes in the same manner as for taxes and property insurance, and subject to the same agreements.

5.3 If Grantor desires to carry a package plan of insurance that includes coverage in addition to that required under this Deed of Trust, the Lender, if allowed by law, may at its option establish and administer a reserve for that purpose. In such event the premium attributable to the required insurance coverage shall be quoted separately, and the Lender may permit Grantor to furnish a certificate of insurance rather than deposit the policy as required in 4.2. If at any time the Lender holds an insufficient amount in the insurance reserve to cover the premium for the entire package policy, the Lender may, at its discretion, pay only that portion of the premium attributable to the required insurance coverage. If the blanket policy does not permit such partial payment, the Lender may use the reserve funds for the premium on a new, separate policy providing the required insurance coverage and allow the package policy to lapse.

5.4 Lender shall not charge a service charge for collecting reserves and paying taxes and insurance premiums. The reserves shall not constitute a trust Grantor agrees that Lender may commingle reserve funds with other funds of Lender, and need not invest them for the benefit of Grantor. Grantor agrees that Lender need not pay Grantor interest on reserves, unless applicable statutes require payment of interest notwithstanding any con-

Expenditures by Lender.

If Grantor shall fail to comply with any provision of this Deed of Trust, the Lender may, at its option, on Grantor's behalf take the required action and any amount that it expends in so doing shall be added to the Indebtedness. Amounts so added shall be payable on demand with interest at the same rate as provided in the note from the date of expenditure. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which the Lender may be entitled on account of the default, and the Lender shall not by taking the required action cure the default so as to bar it from any remedy that it otherwise would have had.

Late Payment Charges.

To cover the extra expenses involved in handling delinquent payments, Lender may charge a late charge on any scheduled payment which Lender does not receive within 15 days after the due date, or by the next business day, if the 15-day period ends on a Saturday, Sunday, or legal holiday. The amount of the late charge shall be as specified in the note or, if the note specifies no late charge, n/a percent of the payment of principal and interest, or portion of such payment, which Lender does not receive within the 15-day period. The late charge under the note or does not receive within the 15-day period. under this Deed of Trust shall in no event exceed the maximum charge, if any, specified under applicable law. Collection of a late charge shall not constitule a waiver of or prejudice the Lender's right to pursue any other right or remedy available on account of the delinquency.

Warranty; Defense of Title.

8.1 Grantor warrants that he holds merchantable title to the Property in fee simple, free of all encumbrances other than (a) those enumerated in the title policy, if any, issued for the benefit of the Lender in connection wilh this transaction and accepted by the Lender; and (b) the encumbrances described as; a

(hereinafter referred to as "Permitted Encumbrances").

8.2 Grantor warrants and will forever defend the title against the lawful claims, other than Permitted Encumbrances, of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of the Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense.

8.3 If any Permitted Encumbrance is a lien, Grantor shall pay any sums and do any other acts necessary to prevent a default or prevent any action or condition which with the lapse of time, the giving of notice, or any other action of a creditor, would be a default or enable any creditor to declare a default or foreclose any Permitted Encumbrance which is a lien.

Condemnation.

9.1 If all or any part of the Property is condemned, the Lender may at its election require that all or any portion of the net proceeds of the award be applied on the Indebtedness. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Grantor and the Lender in connection with the condemnation.

9.2 If any proceeding in condemnation are filed, Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor hereby assigns to Lender the net proceeds of any condemna-

10. Imposition of Tax by State.

- 10.1 The following shall constitute state taxes to which this paragraph
- (a) A specific tax upon trust deeds or upon all or any part of the Indebtedness secured by a deed of trust.
- (b) A specific tax on the owner of property covered by a deed of trust which the taxpayer is authorized or required to deduct from payments on the deed of trust.
- (c) A tax on premises covered by a deed of trust chargeable against the Beneficiary under the deed of trust or the holder of the note secured.
- (d) A specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by a Grantor under a deed of trust.
- 10.2 If any federal, state or local tax to which this paragraph applies is enacted subsequent to the date of this Deed of Trust, this shall have the

Sine effect as a default, and the Lender may exercise any or all of the remedies available to it in the evant of a default unless the following conditions are met: conditions are met:

(a) Grantor may lawfully pay the tax or charge imposed by the state tax

(b) Grantor pays or offers to pay the tax or charge within 30 days after notice from the Lender that the tax law has been enacted.

11. Due on Sale Clause.

Grantor agrees that Lender may, at Lender's option, declare the entire Indebtedness immediately due and payable if all or any part of the Property; or an interest therein, is sold, transferred, further encumbered, or alienated. If Lender exercises the option to accelerate Grantor agrees that Lender may use any default remedies permitted under this Deed of Trust and under applicable law. Grantor agrees that Lender may exercise Lender's rights under this Due-On-Sale provision each time all or any part of the Property, or an interest in the Property, is sold, transferred, further encumbered, or alienated whether or not Lender previously exercised Lender's rights under this or any other Due-On-Sale provision.

12. Security Agreement; Financing Statements.

12.1 This instrument shall constitute a security agreement with respect to any personal property included within the description of the

12.2 Grantor shall join with the Lender in executing one or more financing statements under the Uniform Commercial Code and shall file the statement at Grantor's expense in all public offices where filing is required to perfect the security interest of the Lender in any personal property under the Uniform Commercial Code: 198

13. Default.

The following shall constitute events of default:

13.1 Any portion of the Indebtedness is not paid when it is due.

13.2 - Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes, insurance, or mortgage insurance premiums or for reserves for such payments, or any payment necessary to prevent filing of or discharge any lien.

13.3 Failure of Grantor to perform any other obligation under this Deed of Trust within 20 days after receipt of written notice from the Lender specifying the failure.

13.4 If this Deed of Trust secures a construction loan, any failure of Grantor or builder or any other person or entity to comply with or perform any provision of any construction loan agreement executed in connection with the loan within 20 days after receipt of written notice from Beneficiary specifying the failure.

13.5 Default in any obligation secured by a lien which has or may have priority over this Deed of Trust, or the commencement of any action to

foreclose any prior lien.

13.6 Either Grantor or Borrower become insolvent, file a voluntary petition in bankruptcy, become subject of an involuntary petition in bankruptcy, make an assignment for the benefit of creditors, or consent to the appointment of a receiver or trustee for any portion of the Property or all or a substantial part of Grantor's or Borrower's assets.

13.7 Default by Grantor or any predecessors in title of Grantor, as lessee or sublessee, under the terms of any lease or sublease of the Property to which Grantor is a party or through which Grantor's interest in the Property

14. Release on Full Performance.

When all sums secured by this Trust Deed are paid Lender shall request Trustee to reconvey the above described real property. Trustee shall, without warranty, reconvey the real property to the person legally entitled thereto Such person shall pay all fees for filing the reconveyance and shall pay Trustee a reasonable fee for preparation and execution of the reconveyance instrument.

15. Rights and Remedies on Default.

15.1 Upon the occurrence of any event of default and at any time thereafter, the Lender may exercise any one or more of the following rights

(a) The right at its option by notice to Borrower to declare the entire and remedies:

Indebtedness immediately due and payable.

(b) With respect to all or any part of the Property that constitutes realty, the right to foreclose by judicial foreclosure in accordance with applicable

(c) The right to have the Trustee sell the Property in accordance with the Deed of Trust Act of the State of Oregon and the Uniform Commercial Code of the State of Oregon where applicable, at public auction to the highest bidder.

Any person except Trustee may bid at the Trustee's sale. The power of sale conferred by this Deed of Trust and the law is not an exclusive remedy and when not exercised, Lender may foreclose this Deed of Trust as a mortgage. 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 Grantor, Trustee, or Lender shall be a party, unless such action or proceeding. is brought by the Trustee.

(d) Vith respect to all or any part of the Property that constitutes personalty, the rights and remedies of a secured party under the Uniform

Commercial Code.

(e) The right, without notice to Grantor, to take possession of the Property and collect all rents and profits, including those past due and unpaid, and apply the net proceeds, over and above the Lender's costs, against the indebtedness. In further proceeds the land the land of the against the Indebtedness. In furtherance of this right the Lender may require any tenant or other user to make payments of rent or use fees directly to the

default and exercise its remedies under this paragraph 15.

16. Notice.

17. Succession: Terms.

15.5 In the event suit or action is instituted to enforce any of the terms of this Deed of Trust the Lender shall be entitled to recover from Grantor such

of this Deed of Trust the Lender shall be entitled to recover from Grantor such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. All reasonable expenses incurred by the Lender that are necessary at any time in the Lender's opinion for the protection of its interest or the enforcement of its rights, including without limitation, the cost of searching records, obtaining title reports, surveyors' reports, attorneys' opinions or title insurance, whether or not any court action is involved, shall become a part of the indebtedness payable on demand and shall bear interest at the same rate as provided in the note from the date of expenditure until paid.

Any notice under this Deed of Trust shall be in writing and shall be effective when actually delivered or, if mailed, when deposited as registered or certified mail directed to the address stated in this Deed of Trust. Either

party may change the address for notices by written notice to the other party.

of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns.

17.1 Subject to the limitations stated in this Deed of Trust on transfer

Lender, and payments by such tenant or user to the Lender in response to its demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed.

- (f) The right to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property and to operate the Property preceding foreclosure or sale and apply the proceeds, over and above cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. The Lender's right to the appointment of a receiver shall evict whether or not apparent value of the appointment of a receiver shall exist whether or not apparent value of the Property exceeds the Indebtedness by a substantial amount.
- (g) Subject to any limitations imposed by law, the right to obtain a deficiency judgment in the event the net sale proceeds of any foreclosure sale are insufficient to pay the entire unpaid Indebtedness.
- (h) Any other right or remedy provided in this Deed of Trust, the promissory note(s) evidencing the Indebtedness, any construction loan agreement, any other security document, or under law.
- 15.2 In exercising its rights and remedies, the Lender and Trustee shall be free to sell all or any part of the Property together or separately or to sell certain portions of the Property and refrein from selling other portions. The Lender shall be entitled to bid at any public sale on all or any portion of the

ender shall be entitled to bid at any puril roperty. 15.3 The Lender shall give Grantor is blace of any public sale of any personal party private sale or other intended disposit Reasonable notice shall mean notice gives of the sale or disposition. 15.4. A waiver by either party of agreement shall not constitute a waiting the otherwise to demand strict compliar provision. Election by the Lender to purpursuit of any other remedy, and an elect action to perform an obligation of Grantallure of Grantor to perform shall not af	reasonable notice of the time and property or of the time after which tion of the Property is to be made. In at least ten days before the time a breach of a provision of this ver of or prejudice the party's nice with that provision or any other sue any remedy shall not exclude the tion to make expenditures or take the party this Deed of Trust after	17.2 In construing this Deed of Trust the Deed shall encompass the term security agreer being construed with respect to any personal property of the Deed shall encompass the term security agreer being construed with respect to any personal property fees. "Attorneys' fees," as and in this Deed of Trust, shall include attorney awarded by an appellate court. COLLINS—CAUBLE INVESTIBLE OF TRUST OF TR	term Deed of Trust or Trust nent when the instrument is opperty. that term is used in the note is fees, if any, which may be ments MENTS a Foreign corpora , partner
INDIVIDUAL ACKIIO	WLEDGEMENT	CORPORATE ACKNOWLE	DGEMENT
		STATE OF OREGON	
STATE OF OREGON		JIME OF GILLEGIA	
) ss. County of	19	County of)	, 19
Decembly appeared the above-named		County of) ss. Personally appeared	, and
reisonally appeared the above hamed	and acknowledged the foregoing	stated thathe, the said	, wno, being sworn,is a
instrument to be	oluntary act.	stated thatne, the salu	andhe, the said
		is ais ais ais ais ainstant the seal affine se	
Before me:		corporation by Authority of its Board of Direct Before me: Notary Public for Oregon	
Notary Public for Oregon My commission expires		My commission expires: ACKNOWLEDGMENT	
	PARTNERSHIP I	CKNOWLEDGMENT	
STATE OF OREGON) SS.		Server 1975 OSE
County of	. Quant	10 87 personally anneared before me, the unc	lersigned, a Notary Public in
THIS CERTIFIES that on this	hin named Donald G.	Cauble and LARL G.	Collensie
known to me to be the person and	med in and who executed the forego	1987, personally appeared before me, the uncertainty and Lack Graing instrument and who are the me of a Collins Page	MOWN to the way
- Wellingt 3 of the hatther and a a	A STATE OF THE PARTY OF THE PAR	tor: by for the nurneses and use therein mentioned, o	n benau of Salu partile samp.
acknowledged to me that *ne4 e	eculou salu mistrument receit and vote	e day and year last above written.	
IN TESTIMONY WHEREUF, I have never	nitu set my name and notaria.		10 1403 00000000000000000000000000000000000
Before me:		Inil Danielotson	
	Notar My co	y Public for Oregon mmission expires: 10-12-90	
	그렇게 되는 것도 생각하셨다면 그것도 그렇지요. [12] 사고	R RECONVEYANCE	
To Trustee:	the sector control by this Dand of I	rust. Said note or notes, together with all other indeb ote or notes and this Deed of Trust, which are delive	tedness secured by this Deed
The undersigned is the holder of the roof Trust; have been paid in full. You without warranty, all the estate now	are hereby directed to cancel said n held by you under this Deed of Trust t	rust. Said note or notes, together with all other mideb ote or notes and this Deed of Trust, which are delivi to the person or persons legally entitled thereto.	ered hereby, and to reconvey.

The South 125 feet of the following described property: A tract of land situated in Lots 1 and 2, Block 2, Tract 1080-Washburn Park, a duly recorded subdivision in the County of Klamath, State of Oregon, more particularly described as follows: Beginning at the corner common to said Lots 1 and 2 on the Westerly right of way line of Washburn Way; thence along said right of way North 00°03'30" East 70.00 feet; thence North 89°56'30" W. 250.00 feet; thence S. 00°03'30" W. 250.00 feet; thence S. 89°56'30" E. 249.99 feet to the Westerly right of way line of Washburn Way; thence along said right of way line N. 00°04'50" E. 38.64 feet and N. 00°03'30" E. 141.36 feet to the point of beginning, with bearings based on said tract 1080 Washburn Park, containing 62,500 square feet.



This Exhibit is made a part of that certain Deed of Trust dated g g g g g between Collins-Cauble Investments as Grantor, United States National Bank of Oregon as Beneficiary and Klamath County Title Company as Trustee.

Return to
U. S. National
Income Property Finance
P.O. Box 4412 BB-2
Portland, Oregon 97208
Attn: D. Chinn

STATE OF OREGON, County of Klamath ss.

Filed for record at request of:

Klamath	County Title Company
at 11:26	day ofAugust A.D., 19 _87 o'clock _AM, and duly recorde
in vol. <u>M8/</u>	of _MortgagePage 1/923
By _	ehn, County Clerk
Fee, \$17.00	Deputy