ADDEED OF TRUST OREGON 1 abit

san all **SSEE** i banmasnos el graphi sul la heg vas si la si la la sul decentra de abagori san all'ante a bagori san all'ante a bago Nav Vol. mgs Page 2190 WivianⁱⁿSte<mark>Dickéý^aand viviana za mozerukter a state szere a state szere szere</mark> P.O. Box 216, Klamath Falls Oregon 97601

United States National Bank of Oregonies and P.O. Box 789, Klamath Falls, Oregon 97601 in transition and the second s sean phore Box 13347 to Portland Precion 97208 (6)

Address Address (Borrower) (The Lender has, loaned, money, or, extended, credit, to Vivian'S. Dickey and Vivian'S. Dickey, as Trustee for (Borrower) The Lenger has loaned money or extended credit to <u>VIVIAN S. DICKEY AND VIVIAN S. DICKEY</u>, <u>AS ITUSCE TOR</u> which is replayable with interest according to the terms of the following described promissory note(s): So have a service term of the base of the terms of the following described promissory note(s): So have a service term of the base September of 3 performed and the provide and the provide the second provide the provide th

To secure payment of the Indebtedness and performance of all obligations of Grantor under this Deed of Trust, Grantor irrevocably grants and conveys to Trustee in To secure payment of the Indebtedness and performance of all obligations of grantor under this used of i rust, trantor intervocably orants and converse to it users in trust, with power of sale, the following described property located in a <u>Klamathanky table and of a chabrantum based in and table</u> County States of Oregonic intervolution of the index of the following described property located in a <u>Klamathanky</u> tables and of a chabrantum based in and table County. States of Oregonic intervolution of the index of the index of the second of the An example a specific that new third new that a under a specific data by the property, or an in-termination of the specific data and payable if all or any part of the Property, or an and brack therein is sold, transferred, further encompared, or aligned to the transferred brack therein is sold, transferred, further encompared, or aligned to the transferred brack the option to accelerate further agrees that therein the transferred by a second the transferred by a second of Tends and the transferred by the transferred by a second of the further agrees that the transferred second by the transferred by the transferred by the second of the transferred by Describe option to accelurate Grandor agrees that Upinder may can any contain rememer-priorithed under this based of Trust and the **Froger's Description accelurate** and the all content and versions. Leaking submit and the property is add, and the based of the property of an interact in the property is a sold, and the property is rights on combered, or allender whether or not conder previously expressed Lender's rights under this of any of the property of an provision.

11. Security Agreeniont; Financing Statements;

which currently has the address of <u>Shasta way and Avarlon</u> Streets, <u>Klamath Falls</u>, <u>Oregon</u> which the basis of the basi extension of consumer credit requiring disclosures under the Federal Truth in-Lending 5 exemsion or consumer creat requiring disclosures under the rederal inum-in-Lending Act, Grantor also heraby grants to Lender a Uniform Commercial Code security in-terest in all fixtures, equipment, furnishings and other articles of personal property foregoing is collectively referred to as the Property, Grantor hereby assigns to Lender as additional security for the indebtodness of personal property.

as additional security for the indebtedness all present and future rents, leases, and

Maintenance of the Property. 1.1 The Property shall be maintained in good condition at all times. Grantor 1.1 The Property shall be maintained in good condition at all times. Grantor shall promptly make all necessary repairs, replacements and renewals 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 the Property in such manner as to prevent deterioration of the land and commercial property.

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. improvements increasing renses, on option reasonable to reasonable the second state of without the written consent of Lendero reliaber to the event OS minimy range we have

2. Completion of Construction. Derively 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 Subject and participate (above) most applied restored in the state of the state o 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, which are a start 2.2. To allow Lender to inspect the Property at all times during construction;

ar 2.3. To replace any work or materials unsatisfactory to Lender within 15 calendar days after written notice to the Grantor of such fact; to ep2.4 That work shall not cease on the construction of such improvements for

any reason whatsoever, for a period of 15 consecutive days; all tabru apaceldue Taxes and Liensering of a relative interest in age, shi teens exercise to the second t

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 deterral, unless the lien for deterred addesamonts 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 3.2. 13:2 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 leopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within 15 days after the lien arises or is filed as a result of within 15 days after the lien arises or, if a lien is filed, within 15 days after declaration arise of the filing. or deposit with the Lender cash or a sufficient corporate surely bond or other security satisfactory to the Lender In an amount sufficient to discharge the lien plus any costs, attorneys' fees of other charges that could accrue as a result of atoreclosure or Sale under the life, on at early and an another sector as a result of atoreclosure or notae yes to to acrue to be the sector of the performance of the sector of another yes to to acrue to be the sector of the sector of the sector of a sector of the account of the sector "Insert "Grantor" of the name of the Borrower if different from the Grantor 10 10

ar na Laster, and (o) me encumbrantes described 25 SUTCH

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Beneficiary (''Lender'')

(Resentator referred to as "Perimited Encombrants") (Resentator referred to as "Perimited Encombrants") 8.2 Grants viantants and vill forever design the title evant are reflored the object that Perimited Encompares of all periods. In the evant are induced to a coadrop is continued from disclose Grants" in the evant are induced to be added is continued from disclose Grants and the evant are induced for another this for a disclose eval to be detend the added of the coadrop is the board from the events at here induced the evant of the local from the events at here induced to a reflect of the set of the set of the set of the evant of the evant of the set of the evant of the set of the evant of the set of the evant of the set of the evant of the set of the evant of the set of the evant of the set of the evaluation of the set of the evaluation of the set of the evaluation of the set of the evaluation of the set of the evaluation of the set of the evaluation of the set of the evaluation of the set of

3.3 The assessor or tax collector of the county in which the Property is located 3.3 The assessor or tax conjector or the county in which the property is investor is authorized to deliver to the Lender a written statement of the property taxes assessed or owing at any time. Confine and the control of the property taxes assessed and chine areas and control of the property taxes assessed and chine areas and control of the property taxes assessed and chine areas and control of the property taxes assessed and chine areas and control of the property taxes assessed and chine areas and control of the property taxes assessed and chine areas and control of the property taxes assessed and chine areas and the property taxes assessed and chine areas and the property taxes assessed assessed and the property taxes assessed assessed as to prove the property taxes as to prove the taxes areas and the property taxes as to prove the property taxes as to prove the taxes areas and taxes are assessed as to prove taxes are as to

no. 1/4:11 Grantor shall carry such insurance as the Lender may reasonably require. This shall include insurance on the Property against fire, additional risks covered by Ins snar include insurance on the Property against tire, auturuliar tisks 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 conder and the before a smooth could be the remaining to the policies approved by the conder and the before a smooth could be the remaining to the policies approved by the could be the set of the policies approved by the could be the policies of the policies of the policies of the the policies of the policie 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 to comply sufficient to comply with any co-insurance provision, in any policy to comply being 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 to 14.3. At least 30 days prior to the expiration of any policy, a satisfactory renewal

or substitute policy shall be secured by Grantor avanetarius evolution of policity

5. Reserves: Mortgage Insurance Premiums, another on Jacobia of available of available of the south of the so ons 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 advantations to be

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 Grantor to maintain a reserve for such purposes in the same manner as for taxes and property insurance, and subject to the same agreements.

and subject to the same agreements. Tab. 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. vo bc5.4 Londer 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 and be latitude to exclanate increases and the latitude of the

any outer similar term, by any applicable rederal, state or local statute; regulation or ordinance now in effect of in effect at any time during either the term of this Deed of Trust or however long Grantor remains in possession, custody, or control of the Property following either foreclosure of this Deed of Trust or acceptance by Lender of a deed in lieu of foreclosure.

16. Rights and Remedies on Default.
16.1. Upon the occurrence of any event of default and at any time thereafter.
Lender, may exercise any one or more of the following rights and remedies:
(a) The right at its option by notice to Borrower to declare the entire Indebtedness
(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 law.
(c) The right to have the Trustee sell the Property in accordance with the Deed of Oregon where applicable, at public auction to the highest bidder. Any person exercises this Deed of Trust are 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 nois any any party hereto of a pending sale under any other deed of trust or of any action or proceeding is brought by the Trustee.

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agents,^pand independent contractors; and (iii) any release onto or under the Property of any hazardous substaince which occurs during Grantor's ownership,^b possession, or, control of the Property, such (fuscable) and for control them have the sub-this Deed of Trust, or by taking a deed in fileu of foreclosure, hold title to or own the Property in Lender shall at any time, through the exercise of any, of its mendees under this Deed of Trust, or by taking a deed in fileu of foreclosure, hold title to or own the Property in Lender, sown right and Lender discovers that any hazardous substance the Property in Lender, once wey the Property to Grantor, or under, the Property agrees that it shall accept delivery of any instrument of conveyance and resume owners the Property in the event Lender exercises its option hereunder to convey agrees that it shall accept delivery of any instrument of conveyance and resume owners the Property in Grantor, Lender; a Lender's sole discretion; is hall have the right to be deemed, acceptance of the instrument and conveyance by Grantor, a ind that ince 9.6, All Grantor's representations, warranties, covenants and agreements con-agreement to accept conveying the Property for including but not limited to Grantor's shall survive foreclosure of this Deed of Trust or acceptance by Lender of a deed in 1969. 7. For purposes of this Deed of Trust or acceptance by Lender of a deed in 9.9.7. For purposes of this Deed of Trust, or acceptance (or designated in 9.9.7. For purposes of this Deed of Trust, or acceptance (or designated in 9.9.7. For purposes of this Deed of Trust, or acceptance (or designated in 9.9.7. For purposes of this Deed of Trust, or acceptance (or designated by in their in regulation or designated as hazardous substances); means or toxic material, or a hazardous; toxic or radioactive substance (or designated by or ordinance now in effect or in effect at any time during either the term of this Deed of Trust or however long Grantor remains in possession, custody, or control 16. Rights and Remodies on Default.

13. Helease on run reformance. Any. When all sums secured by this Deed of Trust 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 filling the reconveyance and shall pay. Trustee a reasonable fee for preparation and execution of the reconveyance instrument.

15.5 Release on Full Performance.

hadruptcy, become subject of an involuntary petition in bankruptcy, make an assign-ment 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 acceste discus, id. at 14.9 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 is derived.

or indirectly could result in the release of any hazardous substance onto or under the Property or any other property: Grantor agrees to provide written notice to Lender immediately upon Grantor becoming aware that the Property or any adjacent proper-by is being or has been subject to a release of any hazardous substance and income the Property of any other property: Grantor agrees to provide written notice to Lender immediately upon Grantor becoming aware that the Property or any adjacent proper-by is being or has been subject to a release of any hazardous substance and the property as may be necessary to conduct the environmental audit. Committing only such injury to the Property as may be necessary to conduct the environmental audit. Lender shall not cooperate in all respects in the performance of the audit. Grantor therefor: Grantor shall of any environmental audit if either a default exists under this Dedid of Trust at the taining to hazardous substances. If Grantor refuses to perform the audit reveals a default per-tatives to conduct an environmental audit on the Property. Lender may specifically 223 9.4 Grantor will indemnify and hold Lender harmless from and against any and all claims; demands; damages; clean-up and other costs, texpenses, ilosses, ilens, after receipt of written notice from Lender specifying the failure. 14.7. 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. 14.8 Either Grantor or Borrower become insolvent, file a voluntary petition in

an of 14.6. 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 receint of written notice from Lender specifying the failure

or Trust. 14.4 Grantor breaches any covenant or agreement contained in this Deed of Trust regarding hazardous substances. 14.14 (Grantor fails to perform any other covenant or agreement contained in this Deed of Trust within 20 days after receipt of written notice from Lender specifying the failure

and 1514.1 Any, portion of the Indebtedness is not paid when it is due to the indebtedness is not paid when it is due to the indebtedness is not paid when it is due to the payment for taxes, insurance, or mortgage insurance premiums or for reserves for 14.3 Grantor breaches any representations or warranties contained in this Deed of Trist to make any len.

bins The following shall constitute events of default: vincent on to secondnick

13. Security Agreement; Financing Statements. Strute a security agreement with respect to any personal property and fixtures in-strute a security agreement with respect to any personal property and fixtures in-statement filed as a fixture filing from the date of its recording and shall remain effec-have an interest of record in the real property the name of the record owner is a financing statement, Grantor is the ''debtor'' and Lender is the 'secured party'' statements under the Uniform Commercial Code and shall file the statement af Gran-terest of the Swhere filing is required to perfect the security a financing statement, Grantor is the ''debtor'' and Lender is the 'secured party'' statements under the Uniform Commercial Code and shall file the statement af Gran-terest of the Lender in any personal property and fixtures under the Uniform Com-mercial Code.

12. Due on Sale Clause. Grantor agrees that Lender may, at Lender's option, declare the entire the debtedness immediately due and payable if all or any part of the Property, or an in-cises the option to accelerate Grantor agrees that Lender may use any default remedies Lender may exercise Lender's rights under this Due-On-Sale provision each time all encumbered, or alignated whether or not Lender previously exercised Lender's rights under this or any other Due-On-Sale provision. Security Agreement; Financing Statements.

(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 taxpayer is authorized or required to deduct from payments on the deed of trust.
(c) A specific tax on the owner of property covered by a deed of trust which (c) A tax on premises covered by a deed of trust chargeable against 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 the deed of trust or the holder of the note secured.
(e) A specific tax on all or any portion of the indebtedness or on payments of 1.1.2. If any federal, state or local tax to which this paragraph applies enacted detault and the Lender may exercise any or all of the remedies available to it in the deat of this Deed of Trust, this shall have the same effect as a detault unless the following conditions are methad and the line to it in the lender tax have no remedies available to it in the lender that the tax have has been enacted.
(a) Grantor may lawhily pay the tax or charge within 30 days after notice true the lender that the tax have has been enacted.
(b) Grantor have that the tax have has been enacted.

may charge a late charge on any scheduled payment which Lender to as not receive an 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

Jo11.1. The following shall constitute taxes to which this paragraph applies: (a) A specific tax upon trust deeds or upon all or any part of the Indebtedness

hereby assigns to Lender the net proceeds of any condemnation award

10.1 If all or any part of the Property is condemned, the Lender may at its elec-tion 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 pay-ment of all reasonable costs, expenses and attorneys' face postcontrol and after pay-The inconceness. The net proceeds of the award shall mean the award after pay-ment of all reasonable costs, expenses and attorneys fees necessarily paid or incur-ifed by Grantor and the Lender in connection with the condemnation 10.2 If, any proceeding in condemnation is filed, Grantor shall promitly take such steps as may be necessary to defend the action and obtain the award. Grantor hereby assigns to Lender the net innecess of any condemnation award Grantor

6 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 con-it expends in so doing shall be added to the indebtedness. Amounts so added shall he havable on demand with interest at the same rate as provided in the note from 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 so the date of expenditure. The rights provided for in this paragraph shall be in addition the to any other rights or any remedies to which the Lender may be entitled on account the 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 rayment unarges.

enus on a Saturoay; sunday; or legal nonady. The amount of the late charge; shall be as specified in the note or, if the note specifies no late charge; <u>-O_</u> bercent of the payment of principal and interest, or portion of such payment; which charge not receive, within the 15-day, period. The late charge under the note of sunder, this, beed of Trust shall in no event exceed the maximum charge. If any, of or prejudice the Lender's right to pursue any other right or remedy available on a count of the delinquency.

3. Warranty; Derense of Thue. 3.8:11 Grantor warrants that he holds merchantable title to the Property in fee simple to a chall another than (a) those any merchantable title notice. If any finance of the second The second secon

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 pro-ceeding to commanced that questions Crontor's title or the interest of the Londor

other than Permitted Encumbrances, of all persons. In the event any action or pro-ceeding 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 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 to cleare a default or foreclose any Permit-ted Encumbrance which is a lien, Grantor shall pay any sums and which with the lapse of time, the giving of notice, or any other action of a creditor, the action of a creditor to to cleare a default or foreclose any Permit-ber action which is a lien, the state and to the state of the state of the 9. Hazardous Substances.

9. Except as previously disclosed to Lender in writing, Grantor represents and warrants to Lender as follows: aniupat 9:1:1:2 no hazardous; substances: are, stored; located, used or produced on

Astupest 19.1.1.1e no hazardous substances: are, stored; located; used or, produced on the Property an isnoutbes and lances vision and real construction below lance below ed year .9.1.2.10, the best of Grantor's Knowledge; after, due and diligent inquiry, no hazardous substances are stored, located, used or produced on any adjacent proper-y nor, have any hazardous substances been stored, located, used, produced, or released on the Property or any adjacent property information in the property of any adjacent property on the Property or any adjacent property information in the property of the property instants survey being information in the property of the property instants survey being information in the property which directly or control of the Property. Instants survey being induced on the Property which directly or indirectly, could result in the release of any hazardous substance onto or under the Property or any other property: Grantor agrees to provide written notice to Lender

all claims, idemands; idamages, i clean-up and other costs, iexpenses; ilosses, illens, all claims, idemands; idamages, i clean-up and other costs, iexpenses; ilosses, illens, liabilities; penalties, fines; lawsuits and other, proceedings (including attorneys; fees) articles directly of indirectly from a cut of an incent you connected with (if the breach

liabilities: penalties, fines, lawsuits and other proceedings (including attorneys' fees) of any representation, warranty, covenant, or agreement, concerning, hazardous substances contained herein or in any other document executed by, Grantor in con-nection with the loan evidenced by the note(s); (ii) any release onto or under the indirect result of the acts or omissions of Grantor. Its directors, officers, employees, of any hazardous substance which occurs as a direct or agents, and independent contractors; and (iii) any release onto or under the property or, other property of any hazardous substance which occurs as a direct or agents, and independent contractors; and (iii) any release onto or under the Property or, control of, the Property, studied (theorem) endors release onto or under the S.C.

8. Warranty; Defense of Title.

by the Lender; and (b) the encumbrances described as:

(hereinafter referred to as "Permitted Encumbrances"

invest them, for the benefit of Grantor. Grantor agrees that Lender need not pay Grans (140 Concernnation. tor interest on reserves, inless applicable statutes require payment of interest not. with standing any contrary agreement. 10.1 If all or any ton require that all o

EXHIBIT "A"

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All that portion of Tracts 32 and 36, ENTERPRISE TRACTS, situated in the Northwest quarter of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Southeast corner of said Tract 32; thence North 89 degrees 30' 45" West a distance of 281.8 feet (West 281.7 feet by previous records) to an iron pipe on the Northwesterly line of Austin Street as deeded to Klamath County by Deed Volume 229, page 300, Klamath County Deed Records; thence North 34 degrees 07' 30" East at right angles to South Sixth Street and along the Northwesterly line of Austin Street a distance of 183.08 feet to an iron pin on a point on a line that is parallel to and 180 feet distant at right angles from the East line of said Tract 32; thence North 0 degrees 20! 45" East along said parallel line and along the Westerly line of Austin Street a distance of 722.70 feet to an iron pin being the true point of beginning of this description; said point being South 0 degrees 20' 45" West a distance of 400.02 feet from the iron pin marking the Southerly line of Shasta Way; thence North 89 degrees 39' 15" West a distance of 629.67 feet to an iron pin on the Southeasterly line of Avalon Street; thence North 30 degrees 37' East along the Southeasterly line of Avalon Street a distance of 284.57 feet to an iron pipe; thence North 89 degrees 56' East a distance of 110.32 feet to an iron pipe; thence North 0 degrees 07' 30" West a distance of 150.11 feet to an iron pipe on the Southerly line of Shasta Way; thence North 89 degrees 50' 30" East along the Southerly line of Shasta Way a distance. of 377.21 feet to an iron pin on the West line of Austin Street; thence South 0 degrees 20' 45" West along the West line of Austin Street a distance of 400.02 feet to the true point of beginning of this description.

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(d) With respect to all or any part of the Property that constitutes personally, 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 furtherance of this right the Lender may require any tenant or other user to make payments of rent or use fees directly to the 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 Rossession 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 to bond if permitted by law. The Lender's the appointment of a receiver shall exist whether or not apparent value of the Property exceeds the Indebtedness by

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 securi-

(ii) Ally other haits rocked provides and construction loan agreement, any other security document; or under law.
16.2 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 refrain from selling other portions. The Lender shall be entitled to bid at any public sale on all or any part of the Property to the time and place of any public sale of any personal property or of the time after which any private sale or other intended disposition of the Property is to be made. Reasonable notice shall give draws the days before the time of the sale or disposition.
16.4 A waiver by either party of a breach of a provision of this agreement 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 the Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Deed of Trust after failure of Grantor to perform shall not affect the Lender's right to declare a default and exercise its remedies under this paragraph 16.

16.5 In the event suit or action is instituted to enforce any of the terms of this 16.5 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 sum as the court may adjudge reasonable as attorney's 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, 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 naid. diture until paid.

17. Notice.

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.

Succession; Terms. 18

18.1 Subject to the limitations stated in this Deed of Trust on transfer of Gran tor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. 18.2 In construing this Deed of Trust the term Deed of Trust or Trust Deed shall

16.2 In constraining this bees of note the the instrument is being construed with respect to any personal property or fixtures.
18.3 Attorneys' fees, "Attorneys' fees," as that term is used in the note and in this Deed of Trust, shall include attorneys' fees, if any, which may be awarded by an appellate court.

Dickey Dickey Vivian S. Dickey, as Trustee Ray Tony

INDIVIDUAL ACKNOWLEDGEMENT	CORPORATE ACKNOWLEDGEMENT
STATE OF OREGON)	STATE OF OREGON
County of Klamate)ss. December 12, 19 2	<u> 35.</u> County of) ss, 19
Demonstry and the shows named Vivian S. Dickey and Vivian	S.Oz Karaly appeared, and, who, being sworn,
Auster for the automatic for the set of the fore the set of the se	stated that he, the said Is a
The second start for the second secon	is a andhe, the said
	of Grantor corporation and that the seal affixed hereto is its seal and that this Deed of Trust was voluntarily signed and sealed on behalf of the corporation by Authority of its Board of Directors.
Before me: TAR	Before me:
U3 Latorary Public for Oregon	Notary Public for Oregon
My commission expires: March 15, 1991	My commission expires:
PARTNERSHIP ACKNOWLEDGEMENT	
STATE OF OREGON)	
County of) ss.	
O-merally represed	who, being sworn, state thathe executed the foregoing instrument
and is/are member of the partnership of and acknowledged thathe excuted said instrument freely and volunta	
· · · · · · · · · · · · · · · · · · ·	한 것은 동네에서 선물님께서 여러나는 전쟁에서 여러 가지 않는 것이라. 것은 것은 것은 것은 것은 것이라는 것은 것은 것이라. 것은 것을 가지 않는 것을 수 있다. 전문에서 제품을 가지 않는 것을 수 있다. 것은 것은 것은 것은 것은 것을 가지 않는 것을 수 있다. 것은 것은 것은 것은 것은 것은 것은 것은 것은 것을 하는 것을 수 있다. 것은 것을 수 있다. 것은 것을 수 있다. 것은
Vreichisnes Vreichisnes Vreichisnes Vreichisnes Vreichisnes Vreichisnes Vreichisnes	Line Const
Not	any Public for Oregon
P	commission expires:
	RECONVEYANCE
To Trustee:	
	f Trust. Said note or notes, together with all other indebtedness secured by cet said note or notes and this Deed of Trust, which are delivered hereby,
this Deed of Trust, have been paid in full. You are hereby directed local and to reconvey, without warranty, all the estate now held by you under t	TUS Dega of trust to the person of persons legally chouse dicted.
- Hote	
STATE OF OREGON: COUNTY OF KLAMATH: -ss.	
Filed for record at request of <u>Aspen Til</u>	tle Co the day
of DEc. A.D., 19 88 at 3:2.	3 o'clockP.M., and duly recorded in vol;
of <u>Mortgages</u>	on Page 21907 . Evelyn Biehn County Clerk
FFF 402 40	By <u>Oauline Mullinolare</u>
FEE \$23.00	