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i si 1-1 IV Nyeseses	Clands   OU	u Molkey	Add	dress:	4906 Lorrayne Pl Klamath Falls NR 97603
Granto	r(s):Richard F	Francis Hulkey		signess.	14 BURSTIN 1000
Воггож	ver(s):Glenda Lo	ou Mulkey	bA Ad	idress:	Klamath Falls OR 97603 P O Box 1107
	11.5.	National Bank of D	regon Ad	ddress:	tedford OR 97501
	iciary/("Lender"):	The second s	unge uijt geldt fi ∰154 Selek iggt bil methet∰	開始 せんと はなってのい	PD 80x 3347
Truste	Kartinet in	issociation	Ad	ddress:	Portland Or 97208
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1. 6	GRANT OF DEED OF TRUS	court Number	18 - DYIGHTST -	located in S S S	pain, sell and convey to Trustee, in trust, with power of sale, MEANATH County, State of Oregon (IND ADD)TION TO KFLENE. NN FILE IN THE OFFICE
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			or later located	1 the orc	operty. I also hereby assign to Lender any existing and futur w. I agree that I will be legally bound by all the terms state
\$* - Ex	and all buildings and other in	improvements and fixtures now property as additional security for	or the debt describ	beid beiov	operty. I also hereby assign to Lender any existing the terms state w. I agree that I will be legally bound by all the terms state
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-		Deed of Trust and assignment o	of rents secures th	nə follow	ving; lection costs, attornevs' fees (including any on appeal), ar
2.	Y me summer of th	the mincical intarest, crecit rep	JUIT 10001 1010 1111		15.857.08
	other amounts olving unde	er a hote ( Note ) Milliard	FRANCIS MUI	LKEY/C	GLENDA LOU MULKEY (Borrower) and payab
	JUNE 4/	gs gined by	y 1, 19	. 99	
	to Lender, on which the la	ast payment is due	• • • • • • • •		
	an an an tha an tha an tao an tao Tao an tao an	1. 1	WORDS "I INE OF O	REDIT	MORTGAGE'' do not apply to this Deed of Trust if this paragra
	and under any extensions a	and renewals of any length. The v aragraph 2.b. is also checked	LINE UFC	۸ ۱۱ میلید.	
	2.a. is checked, unless pa	paragraph 2.b. is also checked. If all amounts that are payable to	o Lender at any t	time und	ler 8 (Name of Agreement)
			thereto ("Credit	Agreem	nent"), signed bythe terms of the Crit
	dated	, and any amendments	e of credit under v	which Bo	nent"), signed by
		t Agreement is for a revolving line loans from Lender on one or m	nore occasions. Th	he maxim	mum amount to be advanced and outstanding at any one t
	Agreement) one or more to nursuant to the Credit Agr	greenient is \$	The Credit Agree	ement has e Credit A	s a term of years, ending on Agreement, if not sooner paid, is due and payable in full. T
	which is the date on which	ich the total outstanding balance	e owing under the	ment of a	all loans payable to Lender at any time under the Credit Ag
	Deed of Trust secures the	li interest, credit report fees, late	e charges, memb	ership te	Agreement, and any extensions and renewals of any lengt
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- YOUR FIGHTS AFTER DEFAULT INT default you will t ave the following rights and mily use any on a; of any combination t f them, at any tino. 7.1 You may declare the entire secured cebt immediately cue and
  - payatile all at once without not se.
- 7.2 Subject to any limit itons imposed by a pplicable law, sith a before or alter a sale of the property uncer e judicial foreclosure, or before a sale of the property by advertisement and sale by the Trustee, you may sue for and recover from Borrewer all amounts romaining under the Credit Agreement, uncler the Note, and under this Deed of Trust.
- You may foreclose this Deed of Trust under applicable law either 7.3 judicially by suit in equity or nonjudicially by advertisement and sale
- 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.
- I will be liable for all reasonable collection costs you incur, to the 7.5 full extent allowed by law. If you for eclose this Deed of Trus: either judicially by suit in equity or nonjudicially by advertisement and sale, I will also be liable for your reascnable attorneys' toes including any on appeal.
- 7.6 You may use any other rights you have under the law, this Deed of Trust, or other agreements.
- 8. HAZARDOUS SUBSTANCES.
  - 8.1 Except as previously disclosed to you in writing, I represent and warrant to you that no hazardous substances are stored, located, used or produced on the propert , and that to the best of my knowledge, after clue and diligent inquiry, no hazardous substances are stored, located, used or produced on any ad acent property, nor have any hazardo is substances been sored, located, used, produced, or released on the property or any adjacent property prior to my ownership, possession or control of the property.
  - 8.2 I will not cause nor permit any activities on the property which directly or indirectly could result in the release of any hazardous substance onto or uncler the property or any other property. Lagree to provide written notice to you immediately when I become aware that the property or any adjacent property is being or has been subjected to a release of any hazardous substance.
  - 8.3 You and your representatives may unter the property at any time for the purpose of conducting an emviror mental audit, committing only such injury to the property as may be necessary to conduct the audit. You shall not be required to remedy any such injury or compansate me therefor. I shall cooparate in all respects in the performance of the audit. I shall pay the costs of the auditif either a default exists under this Deecl of Trust at the time you arrange to have the audit performed or the audit reveals a clefault pertaining to hazardous substances. If I refuse to permit you or your representatives to conduct an environmental audit on the property, you may specifically enforce performance of this provision.
- 8.4 I will indemnify and hold you harmlass from and against any and all claims, demands, l'abilities, lawsuits and other proceedings, damages, losses, liens, penalties, fin is, clean-up and other costs, expenses, and attorney fees (including any on appeal) a using directly or indirectly from or out of, or n any way connected vith () the breach of any representation, wairran ly, convenant, or agreement concerning hazardous substances contained in this D sed

- 116 with the debt secured by this Deed of Trust; (ii) any release onto cr under the property or other property of any hazardous substance which occurs as a direct or indirect result of acts or omissions by me or my agents or independent contractors; and (iii) any release onto or under the property of any hazardous substance which occurs during my ownership, possession, or control of the property.
- 8.5 If you shall at any time, through the exercise of any of your remedies under this Deed of Trust, or by taking a deed in lieu of fcreclosure, hold title to or own the property in your own right, you may, at your option, convey the property to me. I covenant and agree that I shall accept delivery of any instrument of convenyance and resume ownership of the property in the event you exercise your option hereunder to convey the property to me. You, at your sole discretion, shall have the right to record any instrument conveying the property to me and such recordation shall be deemed acceptance by me of the instrument and the convevance.
- 8.6 All of my representations, warranties, covenants and agreements contained in this Deed of Trust regarding hazardous substances, including but not limited to my agreement to accept conveyance of the property from you and resume ownership, shall survive foreclosure of this Deed of Trust or acceptance by you of a deed in lieu of foreclosure.
- 8.7 For purposes of this Deed of Trust, the term "hazardous substances" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material or a hazardous, toxic or radioactive substance (or designated by any other similar term) by any applicable federal, state or local statute, regulation or ordinance now in effect or in effect at any time during either the term of this Deed of Trust or the period of time I remain in possession, custody, or control of the property following either foreclosure of this Deed of Trust or acceptance by you of a deed in lieu of foreclosure.
- 9. 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.
- 10. 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 Oregon law. Even though the words "LINE OF CREDIT MORTGAGE" appear on this Deed of Trust, this instrument is a Deed of Trust and is subject to Oregon law respecting Deeds of Trust.
- 12. NAMES OF PARTIES. In this Deed of Trust "I," "me" and "my" mean Grantor(s), and "you" and "your" mean Beneficiary/Lender.

egree to all the terms of this Deed of Trust.

Francis of Trust or in any other document executed by me in connection Granta INDIVIDUAL ACKNOWLEDGEMENT 的。由 32.2 -STATE OF OREGON Flain 5 Fer sonally appeared the above mamed rectand Francis Muckey and sektromiedged the precedent Deed of Trust to be their voluntary act. X Dacba 16 en finde an assess a Before me: ਼ Notary Public for Oregon 化合成化物 建分的过去 建筑过度性子 ξū. My commission expires: \_ FIEQUEST FOR RECONVEYANCE TO TRUSTEE: 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, v estate now held by you under the Deed of "frust to the person or perco STATE OF OREGON, SS. County of Klamath -Date Sia DEED OF TRUST TUPN. THI Filed for record at request of: NATIONAL BANK Mountain Title Co. Box 1107 on this \_\_\_\_\_\_ day of \_\_\_\_\_\_ June\_ A.D., 19 89 at . 3:25 Grantor/Borria er \_ o'clock P.M. and duly recorded 97501 MEDFORD, OR in Vol. M89 \_\_\_\_ of <u>Mortgages\_</u> Page <u>\_\_\_\_1613</u> eficiery Evelyn Biehn County Clerk Bv Quiline dari Trute 5013 Deputy. After recording, return to: Fee, \$13.00