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constitute a warver of or prejudice the part <b>Time OE CBEDIT MOB</b> provision. Election by Lender to puratie any remedy analysis excited pur	GAGE outbustice Mail	rael provision of any chart
THIS DEED OF TRUST, is made this 20 day of 2013 and 2014	8Meach of a rached - 1	
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(c) invieo autifordatavali pare ava sur un Jul	y . 19 <sup>8</sup>	39 among the Grantor,
THIS DEED OF TRUST IS made this day of	the his instrument of the	Taka Sana da S
(c) Here globark a LeaheK: Henigson on security	bortower grants an eray	(herein Borrower ),
(c) House Hoberth to LeaheKto Henigson (ABSCRIB)  os requisi to second to Man Estate in Fee Simple (1984)  Mt. Title Co.	AND THE PROPERTY OF THE PARTY O	(herein "Trustee"),
and the Beneficiary, FIRST INTERSTATE BANK OF OREGON, N.A whose address is 601 Main Stir, Klamath Falls; OR	a national banking ass 9 7601	sociation, (herein "Lender"),
Test Carlot Services Control Services barein recited	and the trust herein cre	ated, irrevocably grants and
BORROWER; in consideration of the indubtedness telephones. Conveys to Trustee, in trust, with power of sale, the following describ	ped property located in t	he County of
(k) Borrower limits the indebtedness secured by this De-	ាក់ ២៤៤ ហេង ខ្លាំង ខ្លាំង ។ ។ ។ ។ ។ ។ ។ ។ ។ ។ ។ ។ ។ ។ ។ ។ ។ ។ ។	georgy of other states
(k) Borrower limits the indebledness secured to Map De.		
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which has the address of the many part of the council and the	ter referred to as the "P	roperty";
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FOR THE PURPOSE OF SECURING: (I) payment of that sum as may be advarded by the second of that sum as may be advarded by the second of that sum as may be advarded by AdvanceLine Account Drafts, AdvanceLine Account Fadvances (Custom Credit), and Advance Telephone Requests as of that indebtedness; (ii) performance of each of Borrower's agree of Borrower's agreements in this Deed.	nced and outstanding), and Lender on the date from the dat	evidenced by an AdvanceLine inst appearing above, and also ine Account Checking Account renewals and/or modifications ment; (iii) performance of each
1. DESCRIPTION OF DEBT. The indebtedness secured by this De by Lender, repaid by Borrower and subsequently readvanced by Lender, repaid by Borrower and subsequently readvanced by Leaver and the periodic rate and Annual Percentage Rate for each day of any in effect on the first day of the preceding calendar month has incredired to the second preceding calendar month. However, the Approvided in the Agreement. According to the Agreement; any ame Lender's option, affect the outstanding principal balance on the efficiency provided in its entirety into this Deed by this reference.	recited in the Agreement billing cycle will increase ased or decreased from nnual Percentage Rate on indment to it; including a fective date of any such	t. The Agreement provides that e or decrease if our Prime Rate our Prime Rate in effect on the can't exceed the maximum rate change in interest rate, may, a amendment. The Agreement is
2. MATURITY DATE. The Agreement provides that, unless the a maturity date of indebtedness owing pursuant to the Agreement, if	CONTROL OF THE SERVICE PROPERTY OF THE PROPERT	IN Professional Control of the Paragraph of the Section of
name and Londor covenant and agree as follows:	Copper to the feet and the Copper to	중점 취임을 받았다는 나는 것들은 사람들이 가는데 우리 수 있다.
Property, and shall pay when due all claims for which liens except for	r the Prior Lien (as defin	ed in Paragraph 4 below).
4.º PRIOR INDEBTEDNESS: The lien securing the indebtednes and inferior to recorded lien(s) securing payment of prior note(s) expressly covenants and agrees to pay or see to the payment of the payment o	s secured by this Deed o existing as of the date he he indebtedness secured	t Trust is and remains secondar areof (the "Prior Lien"). Borrow d by the Prior Lien and to preve e of default it receives under the

- any default thereunder. Borrower will immediately forward to Lender a copy JOPY. Borrower chall be furnished a copy of the Agrosquert and (145-17)
- 5. PROPERTY DAMAGE INSURANCE. 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 the proceeds to the reduction of the indebtedness hereby secured or the restoration and repair or the Property. If Lender elects to apply the proceeds to restoration and repair, Borrower shall repair or replace the damaged or destroyed elects to apply the proceeds to restoration and repair, Borrower shall repair or replace the damaged or destroyed elects to apply the proceeds for the reasonable costs of repair or restoration. Any proceeds which have not been relimburse Borrower from the proceeds for the reasonable costs of repair or restoration. Any proceeds which have not been relimburse Borrower from the proceeds of the reasonable costs of repair or restoration of the Property, 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. It 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 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.
- 6. PRESERVATION AND MAINTENANCE OF PROPERTY. Borrower shall keep the Property in good repair and shall not commit waste or 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 or a planned unit development, Borrower shall perform all of the Borrower's obligations under the declarations or covenants or eating or governing the condominium or planned unit development rider is executed by 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.
- 7. PROTECTION OF LENDER'S SECURITY Should Borrower fall to make any payment or do any act provided for in the Agreement or herein, then Lender or Trustee, but without obligation to do so and without notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof; Lender or Trustee being authorized to enter upon said Property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or ALCai sastilieum of super shore at the near the log paragon super supe the rights or powers of Landar or Trustale, pay, purchasu, confest or comprainted any ancient arrea, so sign or j

the rights or powers of Lender or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which, in the judgment of either, appears to be prior or superior hereto; and in exercising any such powers, or in inforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

- INSPECTION: Lender may make or cause to be made reasonable entries upon and inspection of the Property.
- 9. CONDEMNATION. Any award resulting from a taking of all or any part of the Property by any governmental authority by eminent domain shall be paid to Lender to reduce the indebtedness secured hereby.
- 10. JOINT AND SEVERAL LIABILITY. CO-SIGNERS: All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Agreement. (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, because the property in the property of Trustee under the terms of this Deed of Trust, 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.
- 11. NOTICE Unless the law requires otherwise, any notice provided for in this Deed of Trust shall be given by delivering it or by mailing such notice: (a) if to Borrower, at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein; (b) if to Eender at Lender's address stated herein or at such other address as Lender may designate by notice to Borrower as provided herein. Notice shall be deemed to have been given when given in the manner designated herein.
- 12. GOVERNING LAW, SEVERABILITY. If any term of this Deed of Trust or of the Agreement conflicts with the law, such term shall be separated from the remaining terms, and all of the remaining terms shall remain in effect if they can be given effect without the conflicting term. Boundary 15 of the Author 15 of the Conflicting term boundary 15 of the Conflicting terms and all of the remaining terms shall remain in effect if they can be given by DECREALA DVWVCE MERBURNET BOUNDARY OF BO
- 13. BORROWER'S COPY. Borrower shall be furnished a copy of the Agreement and of this Deed of Trust at the time of any detault thereunder. Borrower will immediately forward in Lander a cripy of any notice of nation execution better.
- 14. OTHER AGREEMENTS. Borrower shall fulfill all the Borrower's obligations under any other loan agreement which Borrower into with Lender or any home improvement or repair assessments. Lender, at Lender's option, may require which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property transparency to the Stronger of the Str
- 15. TRANSFER OF PROPERTY!!! 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 right shall be effective unless in writing and signed by Lender.

- 16. DEFAULT uconcurrent purit of the pear of this reference when the pear of t
- (c) Transfer or agreement to transfer any part or interest in the Property without the prior written consent of Lender.
- (c) Transfer or agreement to transfer any part or interest in the Property without the prior written consent of Lender.

  (d) Insolvency on a balance sheet basis or business failure of Borrower; the commencement by Borrower of a debror 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 federal or state law relating to insolvency or debror relief; the entry of a decree or order for relief against Borrower in an involuntary case under the federal pankruptcy, laws or under any other applicable federal, or state law relating to insolvency or debror's relief; the property; an assignment for the benefit of creditors by Borrower; the making or suffering by Borrower of a fraudulent making or suffering by Borrower of a preference within the meaning of the federal bankruptcy law; the imposition of a relief the property in the property in fraud of creditors; the lien through legal proceedings or distraint upon any of the Property of Borrower which is not immediately discharged; apply and refer to Borrower and to each of the individuals or entities which are collectively referred to as a Borrower required thereunder, or commencement of any suit or other action to foreclose the Prior Lien.

  (b) If the Property has been submitted to condominium ownership pursuant to the Oregon Condominium Act, or by the declaration submitting the Property to condominium ownership pursuant to the Oregon Condominium Act, or by the declaration submitting the Property to condominium ownership, by the association of unit owners, has been submitted to condominium ownership, by the lease of the Property, or any failure of Borrower to Borrower to perform any of the obligations imposed on lease as it pertains to the Property, or any failure of Borrower to Borrower to submitted to condominium ownership, by the lease of the Property from its owner, any default under such lease which might result in termination of the any reasonable action within Borrower's power
- (k) Borrower's death.
  (k) Borrower limits the indebtedness secured by this Deed of Trust pursuant to Section 4 of Chapter 716 of Chapter 716
- (m) Borrower's failure to maintain the Property free of any liens except for the lien of this Deed of Trust or the Prior Lien.
- Applications of the following rights and remedies: 11 volume thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies: 11 volume thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies: 11 volume the right to foreclose exercise any one or more of the following rights and remedies: 11 volume the right to foreclose secured hereby immediately due and payable.

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

  (b) The Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose (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 (d) Trustee and Lender shall have any other right or remedy provided in this Deed of Trust, the Agreement or any other instrument delivered by Borrower in connection therewith, or available at law, in equity or otherwise.
- 16.3 <u>Waiver: Election of Remedies.</u> 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.

- 16.4 Attomeys' Fees: 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 attomeys' fees at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law. Whether or 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 right 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 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 ther terms of the Agreement. Expenses covered by this paragraph include (without limitation) the cost of searching records, obtaining title reports, surveyors' reports, attorneys' opinions, title insurance, and fees for the Trustee.
- 17. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 16.2 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver 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.

- 18. 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 indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. Such person or persons shall pay all costs of preparation and recordation, if any.
- 19. SUBSTITUTE TRUSTEE. In accordance with applicable law, Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.
- 20. ATTORNEYS' FEES. As used in this Deed of Trust and in the Agreement, "attorneys' fees" shall include attorneys' fees, if any, which shall be awarded by an appellate court.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. BORROWER Leah K. Henigson BORROWER BORROWER Oregon STATE OF SS Klamath County July \_\_\_day of\_\_\_\_\_ury Leah K. Henigson -, personally appeared the above named and acknowledged the foregoing instrument to be her voluntary act and deed. Notary Public for Oregon My Commission expires: 11-4-89 REQUEST FOR RECONVEYANCE To Trústee:

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. You are hereby directed to cancel said Agreement and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

	STATE OF OREGON, County of Klamath Ss.
	그러 하는 사람이 아니라도 그는 바람이 아무리 아는 사람들이 살아 있다. 그리고 하는 사람들이 되었다면 그렇게 되었다는 것이 없는 것이 없는 것이 없는 것이 없는 것이다. 그렇게 되었다면 없는 것이 없는 것이다.
발발하다 되었다면 하고 되었다. 그 사는 그들이 되는 사무가를 하다 나갔다.	Filed for record at request of:
GRANTOR	Mountain Title Co. on this 2nd day of Aug. A.D., 1989
	at 4:03 o'clock P.M. and duly recorded in Vol. M89 RECOMMENTERS Page 14263
BENEFICIARY	Evelyn Biehn County Clerk  By Oxiding Muslinders