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MTC 22924 DEED OF TRUST

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		of credit MC		A1/43/0A
	Leonard A Howell Jr		Date:	01/17/90
Grantor(s):	Beverly L Howell		Address: _	1809 McClellan Dr
가지가 있는 것을 통합할 1943년 - 1943년 1949년 1949년 1949년 - 1949년 1	Leonard A Howell Jr	1412 (n sa ƙou -	Klamath Falls OR 97603
Borrower(s):	Reverly L Howell		Address:	1809 McClellan Dr Klamath Falls OR 97603
Bonofician///'ll on	der"): U.S. National Bank of Dr	regon	Address:	P. 0 Box 1107
生活的的。現象是	经重要行为的 自由的 目的 合理性的 医特拉氏 自己 的复数	01241-01280221		Nedford OK 97501
Trustee:	S, Bank of Washington,	sa as 201-2-Maha Tanan kasa	Address:	FD Box 3317
	ational Association	ur occariter	x i e te e-	Fortland Or 97208
the following LOT FILE	property Tax Account Number 3909001AE 25 DF WINEMA GARDENS, ACCORDI IN THE OFFICE OF THE COUNTY	B 4600 ING TO THE CLERK OF	, located in OFFICIA	
and all buildi		or later located o	n the property	/. I also hereby assign to Lender any existing and futu
	ents from the property as additional security for			agree that I will be legally bound by all the terms state
	IRED. This Deed of Trust and assignment of		村ち いもいねも 同次	
				n costs, attorneys' fees (including any on appeal), a
other amour Januar	its owing under a note ("Note") with an origin	nal principal ami d A Houoll	buntof\$ ປr and	, dat Beverly L Howell (Borrower) and payat
to Lender. o	<u>y 17</u> , 19 <u>970,</u> signed by <u>Leonard</u> n which the last payment is due <u>Februa</u>	ary 15 19	95	Gorrower) and payar
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		rds "LINE OF CF		GAGE" do not apply to this Deed of Trust if this paragra
en di Fin tele ser	ked, unless paragraph 2.b. is also checked.			
이 문화 영화를	e payment of all amounts that are payable to L	Lender at any tir	ne under a	(Name of Agreement)
	, and any amendments the	승규는 것이 가지 않는		이 나는 것은 것이 같아요. 이 것이 같아요. 이 물건 것을 많이 많이 했다.
("Borrower"). The Credit Agreement is for a revolving line of	of credit under w	hich Borrowe	may obtain (in accordance with the forms of the Ore
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7. YOUH RIG	IHTS AFTER C	DEFAULT. A	lter a defaul	t you will	have the
following r	ghts and may	use any one	or any con	nbination	of them
at any time	Hit anna Soon	red by ding i	거 너 아니다?	以 。[3]] (4]	新成為36-0
7.1 You'n	ay declare the	entire secu	red debt im	mediately	due and

- payable all at once without notice. 7.2 Subject to any limitations imposed by applicable law, either before or after a sale of the property under a judicial foreclosure, or before a sale of the property by advertisement and sale by the Trustee, you may sue for and recover from Borrower all amounts remaining under the Credit Agreement, under the Note, and under this Deed of Trust. of Galacian
- 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 foreclose this Deed of Trust either judicially by suit in equity or nonjudicially by advertisement and sale, I will also be liable for your reasonable attorneys' fees including any on appeal.
- You may use any other rights you have under the law, this Deed 7.6 of Trust, of other agreements.
- HAZARDOUS SUBSTANCES. To the to the participation of the participation 8.

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 property, and that to the best of my knowledge, after due and diligent inquiry, no hazardous substances are stored, located, used or produced on any adjacent property, nor have any hazardous substances been stored, 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 under 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 enter the property at any time for the purpose of conducting an environmental 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 compensate me therefor. I shall cooperate in all respects in the performance of the audit. I shall pay the costs of the audit. if either a default exists under this Deed of Trust at the time you arrange to have the audit performed or the audit reveals a default 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. hoten
- 8.411 will Indemnify and hold you harmless from and against any and all claims, demands, liabilities, lawsuits and other proceedings, damages, losses, liens, penalties, fines, clean-up and other costs, expenses, and attorney fees (including any on appeal) arising
 - directly or indirectly from or out of, or in any way connected with (i)
 - the breach of any representation, warranty, convenant, or agree-o ment concerning hazardous substances contained in this Deed
 - US STOOD of 4 of Trust or in any other document executed by me in connection Granto
 - DEEL COMPLET IN DIFFICULTING CONDITION CONTRACTOR

STATE OF OREGON

Date:

After re

- Dani County of Personally appeared the above named <u>Lemmed a Howell Jury Bun</u> and acknowledged the foregoing Deed of Trust to bethen voluntary act. OTAR S 65 bara Dar Before me: 1 Notary Public for Oregon 名的过去的复数成为 Et of the My commission expires: coend (numps 10 REQUEST FOR RECONVEYANCE say and the states TO TRUSTEE: 0 = 07.3 The undersigned is the holder of the Note and/or Credit Agreement secured by STATE OF OREGON. and/or the Credit Agreement, together with all other indebtedness secured by Norden Barre Brief and SS. County of Klamath to cancel the Note and/or the Credit Agreement and this Deed of Trust, which estate now held by you under the Deed of Trust to the person or persons le
 - Filed for record at request of:

Date:	Signatu
DEED OF TRUST	Mountain Title co. THIS SI on this 18th day of Jan. A.D., 1990
Leonard a Beverley L Howell	at <u>2:42</u> o'clock <u>P.M.</u> and duly recorded in Vol. <u>M90</u> of <u>Mortgages</u> Page <u>1239</u> Evelyn Biehn County Clerk
U.S. Rational Base of Areas U.S. Base of Unsheaston	By <u>Qauline Mulinolov</u> Deputy Fee, \$13.00
U.S. Bark, 131 E Mart ter recording, return to: P.O Bark 1107-L	medford ok 97501

1240with the debt secured by this Deed of Trust; (ii) any release onto or 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

If you shall at any time, through the exercise of any of your remedies under this Deed of Trust, cr by taking a deed in lieu of foreclosure, 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 conveyance.

control of the property.

- 86 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.
- For purposes of this Deed of Trust, the term "hazardous 8.7 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.
- 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.

I agree to all the terms of this Deed of Trust. main A. No