12093	DEED	OF TRUST	ि Vol. <u>mab</u> Page <u>ा - <b>4</b>20</u>
	LINE OF CF	EDIT MORTGAGE	선생님 [1] 전하고 있는 이렇게 되는 그리고 얼마나 살아 보다 되다.
Madicald, OR Th			February 20, 1990
191 East Main		Date:	즐겁게 가득하는 것 같아. 전에 가득하는 것이 되었다. 그 것이 되었다. 그 것이 없는 것이다. 그런 그 이 발표 사람들은 이 사람들이 되었다. 그 것이 없는 것이 없다. 그 것이 되었다. 그 것이 없다.
Grantor(s): LEE M CA	NTWELL	Address:	RT 1 BOX 614 H
GLORIA L	CANTWELL		KLAMATH FALLS OR 97603
Borrower(s): LEE M C	ANTHELL	LINE SAYCE ( Address:	RT=1-BUX-614 H
	I CANTWELL	e Signification	KLAMATH FALLS OR 97603
Beneficiary/("Lender")! • S	. NATIONAL BANK OF OREGON	Address:	P 0 80X 1107
and the second make the second	on ander the Deed of Peast to the parent	or per per length of	MEDFORD OR 97501
Trustee: 40.5. BANK	OF WASHINGTON . From the open of a ASSOCIATION SECURITION OF THE CONTROL OF THE C	Address:	PORTLAND: OR 97208
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to tensize			ais total and convey to Tructon in truct with power of cale
1. GHANT OF DEED OF	Tax Account Number 4010-0700-02	evocably grant, barg	ain, sell and convey to Trustee, in trust, with power of sale, KLAMATHCounty, State of Oregon:
SEE ATTACHED		(IV) , located in	idy estamlesiah semisa 2-23-81
7014	지사 하루 등이 부속했다"고 하면서 가니 하는 사람들이 되어 되었다.		
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Foregramy appressive tok	A 12 42 44 of Trust in bullion 1991	and the second of the second of the second	
• Friedmin apprimation	mer named Lee M Cantwell	L, Gloria L C	antwest
other emounte owing	under:a note ("Note") with an original pr	incipal amount of \$	ection costs, attorneys' fees (including any on appeal), and , dated (Borrower) and payable
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son merchal connec	and received reasting sea draw brocoldiu		
2 a. is checked, unle	ss paragraph 2.b. is also checked.		RTGAGE® do not apply to this Deed of Trust if this paragraph
b. The paymer	nt of all amounts that are payable to Lende	er at any time under	U.S. CREDITLINE-EQUITY AGREEMENT
App. Casescand	viti, la concret les sustentiación a la l	He is water	CHORTA I CANTUFII
("Borrower") The Cr	edit Agreement is for a revolving line of cre-	dit under which Borro	nt"), signed by GLORIA L CANTHELL ower may obtain (in accordance with the terms of the Credit in amount to be advanced and outstanding at any one time
pursuant to the Credi which is the date on Deed of Trust secure ment, the payment o	t Agreement is \$ 44 • 000 in the Crewhich the total outstanding balance owing s the performance of the Credit Agreement fall interest, credit report fees, late charge	dit Agreement has a under the Credit Agr , the payment of all k s, membership fees	
C. This Deed of security of this Deed	Trust also secures the payment of all othe	r sums, with interest iants and agreement	thereon, advanced under this Deed of Trust to protect the sunder this Deed of Trust. This Deed of Trust also secures
in accordance with t	ment terms and balance due under the Note a he terms of the Note and the Credit Agree	ment and any exten	greement may be indexed, adjusted, renewed or renegotiated slons and renewals of the Note and Credit Agreement.
3. INSURANCE LIENS	, AND UPKEEP CARPID TOOLS OF THE	уоц өхег	rcise the option to accelerate I know that you may use any emedies permitted under this Deed of Trust and applicable
with fire and the	roperty insured by companies acceptable to eft insurance, flood insurance if the proper area which is, or hereafter will be designal azard area, and extended coverage insure	you law. I kn ty is provision ad a the prop	emedies permitted under this Deed of Trust and applicable ow that you may exercise your rights under this due-on-sale n each time all or any part of the property, or an interest in erty, is sold or transferred, whether or not you exercised your n any previous sales or transfers.

WEBB WILSON INS

The policy amount will be enough to pay the entire amount owing on the debt secured by this Deed of Trust or the insurable value of the property, whichever is less, despite any "co-insurance" or similar provision in the policy. The insurance policies will have your standard loss payable endorsement. No one but you has a mortgage or lien on the property, except the following "Permitted Lien(s)": Programmy Arthur against the contraction of the

OR DEPT VET AFFAIRS OTD 10/78 \$42,500.00

- 3.2 I will pay taxes and any debts that might become a lien on the property, and will keep it free of trust deeds, mortgages and liens, other than yours and the Permitted Liens just described.
- I will also keep the property in good condition and repair and will prevent the removal of any of the improvements.
- 3.4 If any of these things agreed to in this Section 3 are not done, you may do them and add the cost to the Note or Credit Agree ment. I will pay the cost of your doing these whenever you ask with interest at the fixed or floating rate charged under the Note or the Credit Agreement, whichever is higher. Even if you do these things, my failure to do them will be a default under Section 6, and you may still use other rights you have for the default.
- 4. DUE-ON-SALE. I agree that you may, at your option, declare due and payable all sums secured by this Deed of Trust if all or any part of the property, or an interest in the property, is sold or transferred. If YOUR RICHTS AFTER DEPAULT AND Endelson you was may in a

- 5. PROTECTING YOUR INTEREST. I will do anything that may now or later be necessary to perfect and preserve this Deed of Trust, and I will pay all recording fees and other fees and costs involved.
- 6. DEFAULT. It will be a default:
  - 6.1 If you don't receive any payment on the debt secured by this Deed of Trust when it is due;
  - 6.2 If I fall to keep any agreement or breach any warranties, representations or covenants I have made in this Deed of Trust, or there is a default under any security agreement, trust deed, mortgage, or other security document that secures any part of the debt secured by this Deed of Trust.
  - 6.3 If any Co-Borrower, Grantor or I become insolvent or bankrupt;
  - 6.4 If I have given you a false financial statement, or if I haven't told you the truth about my financial situation, about the security, or about my use of the money;
  - 6.5 If any creditor tries, by legal process, to take money from any bank account any Co-Borrower, Grantor or I may have, or tries by legal process; to take any other money or property I may then have coming from you;
  - 6.6 If any person tries or threatens to foreclose or declare a forfeiture on the property under any land sale contract; or to foreclose any Permitted Lien or other lien on the property;
  - If there is any default under any lease or sublease of the property to which I am a party or through which I derive any interest in the property.

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Payable all at once without notice.

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. Here is the

7.3 You may foreclose this Deed of Trust under applicable law either 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 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 standard lose hasable endergenment. No
- You may use any other rights you have under the law, this Deed

- 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 linquiry, 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 1 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. I agree 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 the last address I have given you.

  the audit. You shall not be required to remedy any such injury the last address I have given you.

  the audit. You shall not be required to remedy any such injury the last address I have given you.

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with the debt secured by this Deed of Trust; (ii) any re 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 control of the property.

8.5 If you shall at any time, through the exercise of any of your remodies under this Deed of Trust, or 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 ্ব 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

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.

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. GOY

- SATISFACTION OF DEED OF TRUST. When the secured debt is completely paid off and the Credit Agreement is cancelled and teris minated as to any future loans, I understand that the Lender will request Trustee to reconvey, without warranty, the property to the person legally Succeptitled 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.

My commission explicit.  TO TRUSTEE: The understands like holder of the Note and/or Credit Agreement secured by this Deed of Trust. The entire obligation evidenced by the Note and/or the Oredit Agreement and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the state now held by you under the Deed of Trust to the person or persons legally entitled thereto.  Bestudies of Agreement and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the state now held by you under the Deed of Trust to the person or persons legally entitled thereto.  Bestudies of Agreement and this Deed of Trust to the person or persons legally entitled thereto.  Bestudies of Agreement and this Deed of Trust to the person or persons legally entitled thereto.  Bestudies of Agreement and the Deed of Trust to the person or persons legally entitled thereto.  Bestudies of Agreement and this Deed of Trust to the person or persons legally entitled thereto.  Bestudies of Agreement and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the state of the Note and the Property of Trust and Trust and Trust and Trust and Trust and Trus	or compensate me therefor. I strain or compensate me therefor. I strain pay the costs of the audit 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 arrange to have the audit performed or the audit reveals a default pertaining to hazardous substances. If refuse to permit you or your representatives to conduct an environmental audit on the your representatives to conduct an environmental audit on the property, your may specifically enforce performance of this provision.	agree to all the ter  agree to all the ter  agrantor  Grantor  Gra	Siss frem (short con 2-21 mg (s 19: 90.s) (see a reversion for constant for constant for a public cod profit  Atwell  Notary Public for Origina
TO TRUSTEE:  The undersqueds she holder of the Note and/or Credit Agreement secured by this Deed of Trust. The entire obligation evidenced by the Note and/or the Oredit Agreement, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are herey directed and/or the Oredit Agreement and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the state now held by you under the Deed of Trust to the person or persons legally entitled thereto.  Balance of Trust of the Principle of Trust to the person or persons legally entitled thereto.  Balance of Trust of the Principle of Trust of the person or persons legally entitled thereto.  Balance of Trust of the Principle of Trust of the person of persons legally entitled thereto.  Balance of Trust of the Principle of Trust of the person of persons legally entitled thereto.  Balance of Trust of the Principle of Trust of the Principle of Trust of the Principle of Trust of	(NOTAR)		My commission expense
TRUSTEE: The understaneds the noider of the Note and/or Credit Agreement secured by this Deed of Trust, have been paid in full. You are nerey unextended in the Understand of the Credit Agreement, together with all other indebtedness secured by this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the and/or the Credit Agreement and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the of cancel the Note and/or the Credit Agreement and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the state in own held by you under the Deed of Trust to the person or persons legally entitled thereto.  Signature:  Date:  THIS SPACE FOR RECORDER USE  THIS SPACE FOR RECORDER USE  131 East Main  Medford, OR 97501	THE PROPERTY OF THE STREET FOR	RECONVEYANCE	그들은 병원들은 생각을 가는 것이 되었다. 그는 사람들은 사람들은 사람들은 사람들은 사람들이 되었다.
Dale:  Dale:    THIS SPACE FOR RECORDER USE	TO TRUSTEE: The undersigned is the holder of the Note and/or Credit Agreemen The undersigned is the holder of the Note and/or Credit Agreemen	t secured by this De secured by this Dee Trust, which are del r persons legally en	eed of Trust. The entire obligation evidenced by the Note and of Trust, have been paid in full. You are herey directed livered hereby, and to reconvey, without warranty, all the nittled thereto.
Date:   THIS SPACE FOR RECORDER USE     STRUCKERIES   STRUCKERIES     After recording feature to: NUMBER     CUISSINE BANKE   TOUR FRACE     131 East Main     Medford, OR 97501   HIGUS COSOUT NOW DAGE     AREA DE LURS!	** Bearing and Lendon 1.5. NATIONAL BANK OF OREGON -	Signature:	The same of the sa
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A parcel of land in the SE1/4 of SE1/4, Section 7, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the West 1/4 corner of Section 7 or SW corner of NW1/4 of Section 7 a 5/8 inch rebar with Cap Stamp #290; thence South 0 degrees 12' 30" East 1355.4 feet and North 89 degrees 52' East 5040.9 feet to 12' 30" East 1355.4 feet and North 89 degrees 52' East 5040.9 feet to 12' 30" East 1355.4 feet and North 89 degrees 68' East right of way of the Elliot Road. Thence South 0 degrees 08' East 132.0 feet to a 1/2 inch iron pin; thence South 89 degrees 52' West 372.0 feet to a 1/2 inch iron pin; thence North 0 degrees 08' West 372.0 feet to a 5/8 inch iron rebar; thence North 89 degrees 52' East 332.0 feet to a 5/8 inch iron rebar; thence North 89 degrees 52' East 372.0 feet along the South right of way of Elliot Road to point of beginning.

Tax Account No: 4010 00700 02100

See m. Cantwell.

Slocia L. CANTWELL

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STATE (	OF OREGON: COO				the	7th day
			in Title Co.	THE REPORT OF THE PARTY OF THE	the	мол
Eiled fo	record at request	of <u>Mounts</u> _ A.D., 19 <u>90</u> at	0.20 (6.50)	A M., and dul	y recorded in voi.	1170
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	\$18.00					
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