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	Gary Burt		Date:		
rantor(s):	Ruth Burt	The state of the s	Address: _	4009 Homedale R	
	Gary Burt Ruth Burt		na stavės tura	Klamath Falls O	
rrower(s):	KOCH BUI'C		Address: _	4009 Homedale R	
	nder"): U.S. Nationa	sl Bank of Oregon		Klamath Falls O P O Box 1107	K 9/603
neticiary/("Lei	ider y:	di Estat de 10a japando de 80an	Address: _	Medford OR 9750	1
ustee:	I.S. Bank of Washi	ington; bar osed o sees	Address:	PO Box 3347	
TORROLL CONTRACTOR	lational Associati	on	po pare late telle. Ros dame telle	Portland Or 972	08
BOSIFÉ					
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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)":

ODVA NTG DTD 8/72 \$14,200

- 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.
- 3.3 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 Agreement. 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

- will pay all recording fees and other fees and costs involved
- 6. DEFAULT. It will be a default:

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- 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 fail 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;
- 6.7 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.

- YOUR RIGHTS AFTER DEFAULT. After a default you will have the following rights and may use any one; or any combination of them, at any time is come as a second of them point of present and or second of them.
 - 7.1) You may declars the entire secured debt immediately due and payable all at once without notice a temperature day
 - 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 Trusteen you may sue for and recover from Borrower all amounts remaining under the Credit Agreement, under the Note, and under this Deed of Trust.
 - You may foreclose this Deed of Trust under applicable law either judicially by suit in equity or nonjudicially by advertisement and
 - 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.
 - 7.5 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.
 - 7.6 You may use any other rights you have under the law, this Deed of Trust, or other agreements. อเลกอิง ค่อ จราโกษ์ส ฮนก

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 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. 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
- You and your representatives may enter the property at any time for the purpose of conducting an environmental audit, committing

- with the debt secured by this Deed of Trust; (ii) any relea 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.
- 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 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.
- 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.
- 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.
- 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

only s the at or cor the p if eith arran perta your prope provi 8.4 [will all cli dama expe direc the b	sourpose of conducting which injury to the property as may be necessarudit. You shall not be required to remedy an impensate me therefor. I shall cooperate in a erformance of the audit. I shall pay the cost er a default exists under this Deed of Trust a ge to have the audit performed or the audit refining to hazardous substances. If I refuse to representatives to conduct an environmentativity, you may specifically enforce performation. Indemnify and hold you harmless from and a aims, demands, liabilities, lawsuits and other ages, losses, liens, penalties, fines, clear-up a sonses, and attorney fees (including any on a city or indirectly from or out of, or in any way oo to concerning hazardous substances contained to in any other document executed by ments or in any other document executed by ments.	all respects in as of the audit of the time you wais a default opermit you or all audit on the mance of this representation of the mance of this gainst any and or proceedings, and other costs, appeal) arising metered with (i) or agreed of in this Deed.	was I have given you. WAPPLIES. This Deed of Trust of the words "LINE OF CRES Deed of Trust, this instrument is oregon law respecting Deeds of TARTIES. In this Deed of Trust "I," "and "you" and "you" mean Benefit of this Deed of Trust.	a Deed of Trust and rust. me" and "my" mean
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to can	ndersigned is the flotted to the Credit Agreement, together with all other seel the Note and/or the Credit Agreement a now held by you under the Deed of Trust	to the person or persons legally en	ititled thereto.	
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Date:	DEED OF TRUST	7	HIS SPACE FOR R	ECORDER USE	
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(a) legal Description: A tract of land situate in the N1/2 of S1/2 of NE1/4 of SE1/4 of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Southwest corner of the N1/2 of S1/2 of NE1/4 of SE1/4 of said Section 11; thence South 89 degrees 39' East 30 feet to the true point of beginning, said point being on the East right of way line of Homedale Road; thence continuing South 89 degrees 39' East 120 feet; thence North 0 degrees 16' West 130 feet; thence North 89 degrees 39' West 120 feet to the East right of way line of Homedale Road; thence South 0 degrees 16' East along said East right of way line 130 feet to the point of beginning.

Tax Account No: 3909 011DA 02200

GARY BURT

RUTH BURT

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Mountain Title Co.	
of April A.D., 19 90 at 11:55 o'clock A.M. and duly the 13th	day
on Page 095/	
FEE \$18.00 Evelyn Biehn County Clerk	
By Sailing Muslindere	