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DEED OF TRUST LINE OF CREDIT MORTOACE

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Portland Or 97208

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| η | | | Date: | 05/11/90 | <u> </u> | |
| Grantor(s): | Coral N. Alexander Scott D Alexander | | | 18 34 Gary St | | - |
| Borrower(s): | Katheryn R Alexander | /Coral N. Alexa | nden | Klamath Falls | OR 97401 | |

Klamath Falls OR 97601 Beneficiary/("Lender"): U.S. National Bank of Oregon P 0 Box 1107 Address: Medford OR 97501 U.S. Bank of Washington, Trustee: PO Box 3347 Address: National Association

1. GRANT OF DEED OF TRUST. By signing below as Grantor, I irrevocably grant, bargain, sell and convey to Trustee, in trust, with power of sale, the following property. Tax Account Number 515605 _____located in KLAMATH _______ County, State of Oregon: the following property, Tax Account Number 515605 SEE ATTACHED LEGAL DESCRIPTION County, State of Oregon:

and all buildings and other improvements and fixtures now or later located on the property. I also hereby assign to Lender any existing and future leases and rents from the property as additional security for the debt described below. I agree that I will be legally bound by all the terms stated

2. DEBT SECURED. This Deed of Trust and assignment of rents secures the following:

| A a. The payment of the principal | interest | g. | | | |
|--------------------------------------|--------------------------------------|-------------------------|----------------------|-------------------|--------------|
| other amounts owing under a note (" | , interest, credit report fees, late | charges, collection co. | sts, attorneys' feed | including any on | |
| other amounts owing under a note (" | Note") with an original principal | amount of \$ 17 | ,647,29 | tinologing any on | appeal), and |
| May 11 . 19 90 sign | ad by | amount of G | 7017127 | | , dated |
| to Lender, on which the last payment | is due June 2 | 10 95 | | (Borrower) | and payable |
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and under any extensions and renewals of any length. The words "LINE OF CREDIT MORTGAGE" do not apply to this Deed of Trust if this paragraph 2.a. is checked, unless paragraph 2.b. is also checked.

b. The payment of all amounts that are payable to Lender at any time under a dated

, and any amendments thereto ("Credit Agreement"), signed by ("Borrower"). The Credit Agreement is for a revolving line of credit under which Borrower may obtain (in accordance with the terms of the Credit Agreement) one or more loans from Lender on one or more occasions. The maximum amount to be advanced and outstanding at any one time

pursuant to the Credit Agreement is \$. The Credit Agreement has a term of _ which is the date on which the total outstanding balance owing under the Credit Agreement, if not sooner paid, is due and payable in full. This Deed of Trust secures the performance of the Credit Agreement, the payment of all loans payable to Lender at any time under the Credit Agreement. ment, the payment of all interest, credit report fees, late charges, membership fees, attorneys' fees (including any on appeal), collection costs and all other amounts that are payable to Lender at any time under the Credit Agreement, and any extensions and renewals of any length.

C. This Deed of Trust also secures the payment of all other sums, with interest thereon, advanced under this Deed of Trust to protect the security of this Deed of Trust, and the performance of any covenants and agreements under this Deed of Trust. This Deed of Trust also secures the repayment of any future advances, with interest thereon, made to Borrower under this Deed of Trust.

The interest rate, payment terms and balance due under the Note and under the Credit Agreement may be indexed, adjusted, renewed or renegotiated in accordance with the terms of the Note and the Credit Agreement and any extensions and renewals of the Note and Credit Agreement.

3. INSURANCE, LIENS, AND UPKEEP.

3.1 I will keep the property insured by companies acceptable to you with fire and theft insurance, flood insurance if the property is located in any area which is, or hereafter will be designated a special flood hazard area, and extended coverage insurance STATE FARM

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)":

NONE

- 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

you exercise the option to accelerate I know that you may use any default remedies permitted under this Deed of Trust and applicable law. I know that you may exercise your rights under this due-on-sale provision each time all or any part of the property, or an interest in the property, is sold or transferred, whether or not you exercised your rights on any previous sales or transfers.

- 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:
 - $6.1\,^\circ$ lf 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;
 - 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,
 - 7.1) You may declare the entire secured debt immediately due and 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
 - You may foreclose this Deed of Trust under applicable law either judicially by suit in equity or nonjudicially by advertisement and
 - 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.
 - You may use any other rights you have under the law, this Deed of Trust, or other agreements.

8. HAZARDOUS SUBSTANCES

- 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
- 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 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

with the debt secured by this Deed of Trust; (ii) any releas 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 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
 - 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.
- 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 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 "you" mean Beneficiary/Lender.

| | your representatives to controlling any on any specifically enforce performance of this provision. 8.4 I will indemnify and hold you harmless from and against any and all claims, demands, liabilities, lawsuits and other proceedings, all claims, demands, liabilities, fines, clean-up and other costs, damages, losses, liens, penalties, fines, clean-up and other costs, expenses, and attorney fees (including any on appeal) arising expenses, and attorney fees (including any on appeal) arising directly or indirectly from or out of, or in any way connected with (i) directly or indirectly from or out of, or in any way connected with (i) |
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| | the breach of any representative and contained in this Deed |
| - | ment concerning nazardocument executed by me in connection (Grantor) |
| | The state of the s |
| | May 11 , 19 90 |
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| ٠ | County on Manuel Coral n. alexander |
| د | Personally appeared the above named |
| | |
| | and cknowledged the foregoing Before me: Notary Public for Oregon |
| | My commission expires: 11/12/91 |
| | 그는 선택하는 경험에 가다면 그 선택이 되다고 있는데 환경을 걸었는데, 그는 사람들이 다른 사람들은 이번 경험을 받는데 함께 있는데 사람들이 되었다. |
| | REQUEST FOR RECONVEYANCE |
| | |
| | TO TRUSTEE: |
| | 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 United Secured Se |
| | and/or the Credit Agreement and this bedd of the cancel the Note and/or the Credit Agreement and this bedd of the cancel the Note and/or the Credit Agreement and this bedd of the cancel the Note and/or the Credit Agreement and this bedd of the cancel the Note and/or the Credit Agreement and this bedd of the cancel the Note and/or the Credit Agreement and this bedd of the cancel the Note and/or the Credit Agreement and this bedd of the cancel the Note and/or the Credit Agreement and this bedd of the cancel the Note and/or the Credit Agreement and this bedd of the cancel the Note and/or the Credit Agreement and this bedd of the cancel the Note and/or the Credit Agreement and this bedd of the cancel the Note and the Credit Agreement and this bedd of the cancel the Note and the Credit Agreement and this bedd of the cancel the Note and the Credit Agreement and this bedd of the Credit Agreement and the Credit Agre |
| | estate now held by your growth and the state of the state |
| | Signature: |
| | TOD RECORDER USE |

| to cancel the Note and/or the Credit Agreement to the person estate now held by you under the Deed of Trust to the person | Signature: THIS SPACE FOR REC | | |
|---|-------------------------------|--------|-----|
| DEED OF TRUST | | | |
| Grantor/Bor Bene | rower Rictary | AST TO | 330 |
| | MESFORD, OR | 97501 | |

Lot 6 in Block 9 of PLEASANT VIEW TRACTS, in the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING therefrom that portion conveyed to Klamath County for the widening of Gary Street by instrument recorded June 25, 1965 in Volume 362 at page 460, Deed Records of Klamath County, Oregon.

Tax Account No: 3909 002BB 02200

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| STATE OF OREGON. | | |
| SUBSCRIBED AND SWORN TO BE | | |
| THIS 11 day of M | ay 1990 | omanicallill |
| Barbara R. | Roup | |
| | ARY PUBLIC | 111111111111111111111111111111111111111 |

STATE OF OREGON: COUNTY OF KLAMATH: ss.

| Filed for record at request of | Mountain Title Co. | the | <u>16th</u> day |
|--------------------------------|--------------------------------------|---------------------------|-----------------|
| of May A.I |). 19 90 at 4:30 o'clock | PM., and duly recorded in | Vol |
| of | Mortgages | on Page9406 | |
| | Evel | yn Biehn County Cler | k |
| FEE \$18.00 | $oldsymbol{\mathrm{B}}_{\mathrm{c}}$ | Dauline Mull | endere |