DEED GARAN	C. MAN LINE OF C	D B	EED OF TRU
200004	the survey of the second s	Vol. <u>m9</u>	Page9
And the set apprendiction of	THEAT PRIME AFTER DECARE 1		. ,
this, parenting and rear of	titti. Etti	Date: May 21, 1991	na ser en
Walter J Hesk	s conselection dent terri (1) i i logand estivo constale a si toro d	the provide the second s	en in Erst førsteres Stornare i Dissere fors
Margaret V Has	<u>skil</u>	Address: 10256 Walker Rd Bonanza OR 97623	
1	unge opdisterelige und turge 2.5.5 ili wonderstelige und turge 2.5.5 ili wonderstelige und turge 2.5.5	10256 Walker Rd	
ower(s): Margaret V Ha	kildin viyr and od krais ard a second from to a so	Address:	1000 - 1100 - 18 V.C 1
Unite	etgenergietetetetetetetetetetetetetetetetetetet	Address: PO Box 1107	
eficiary/("Lender");Bank	the first and the state of the	Medford OR 97501	9 ¹ 11.01
U.S. Bank of Institute Ass	Washington, ociation vos seat your seat you	Address:PO_Box_3347	
3100.	га силите поделению "Вакнарски по окла отрада с непора стражения сарания се	Portland Or 97208	· · · · · · · · · · · · · · · · · · ·
a junu a gan bara in sear	and second part of the last	and the state of the	trust with power of \$8
MANT OF DEED OF TRICT R	y signing below as Grantor, I Intevocably	grant, bargain, sell and convey to Trustee, in located inK I ame th	County, State of C
re particularly described as fol	lows: Mayor L Marga	SECTION 2, TOWNSHIP 40	n te mente statut
	76.516.0000000000000000000000000000000000	1. A 4415 T 446 T 4	a no subatione
SOUTH, RANGE 13 E	AST. OF, a THE WILLIAMETTE MER troube of Land	IDIAN, KLAMATH COUNTY, MODIGHIESSICHERTSHIESERUNG UND STORES 10 2000 BH See Life Filler Breathage (C. 1970)	us o nu se os tax st Sue o troje s ta atestos
OREGON	3 104/12 802 800 08 ADA	(a) (b) <u>alter the set of the </u>	n de la constante de la constan La constante de la constante de
as described on Exhibit A. whic	h is attached hereto and by this referenc	a immented becals and all buildings and oth	er improvements and f
		• Incurporated in a line of the end of the e	
	dditional security for the debt described (2005-2016) - Constant Brights Offer 1996 - Maria - Start Start Brights Andread Start - Maria - Start Start Brights Andread Start	범수 제품 및 G 영화 JB01702 가수인 Th. School 가	·····································
HUQLes was then with the second			
an service and the service service	stand the second second second second second	ent la rate vie vole e la	
DEBT SECURED. This Deed of T a. The payment of the print and, any and, all, other, a May, 21, 1991.	Frust secures the following: A first secures the following: A first secures the following: A first secure s	an original principal amount of \$, till and Margaret V. Haskill as well as the following obligations, i	al or review), collectio 50,000,00
DEBT SECURED. This Deed of T and any and all other, a May, 21, 1991 Lender, on which the last payner	Inust secures the following: A factor incipal, interest, credit report fees, late c mounts, owing under a note with the start of the second second second mounts due <u>June of 0, 2006</u>	harges, attorneys fees (including any on app an original principal amount of \$	aal or review), collectio 50,000,00 (Borrower), and pay f any (collectively. Not
DEBT SECURED. This Deed of T and any and all other a May 21, 1991. Lender, on which the last payn and any extensions and renew	Trust secures the following: A signed by Walters 1, 2006 mounts, owing under a note with signed by Walters 1, Hask nent is due June of 0, 2006 a signed by Walters 1, Hask nent is due due of the side side a signed by Walters 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,	harges, attorneys fees (including any on app an original principal amount of \$	aal or review), collection 50,000,00 (Borrower), and pay f any (collectively. Not
DEBT SECURED. This Deed of T A a. The payment of the privation of the pri	Trust secures the following: A feed to a feed	harges, attorneys fees (including any on app an original principal amount of \$, swell as the following obligations, i	aal or review), collectio 50,000,00 (Borrower), and pay f any (collectively Not
DEBT SECURED. This Deed of T A. The payment of the pri- and any and all, other a May, 21, 1991 Lender, on which the last payment and any extensions and renew checked, unless paragraph 2b	rust secures the following: A factor incipal, interest, credit report fees, late c mounts, owing under a note with the secure of the secure of the secure secure of the secure of the secure wats of any length. The words "LINE OF C is also checked.	harges, attorneys' fees (including any on app an original principal amount of \$	f Trust if this paragraf
DEBT SECURED. This Deed of T and any and all other a May. 21, 1991 Lender, on which the last payment and any extensions and renew checked, unless paragraph 2b b. The payment of all and dated	Inust secures the following: Incipal, interest, credit report fees, late c mounts, owing under a note with , signed by <u>Walters 1</u> Hask nent is due <u>June 10, 2006</u> wals of any length. The words LINE OF C , is also checked.	harges, attorneys' fees (including any on app an original principal amount of \$	aal or review), collection 50,000,00 (Borrower), and pay f any (collectively. Not f Trust if this paragrap a revolving line of crea
DEBT SECURED. This Deed of T and any and all other, a May, 21, 1991 Lender, on which the last payment and any extensions and renew checked, unless paragraph 2b b. The payment of all and dated	Inust secures the following: Inust secures the following: Incipal, interest, credit report fees, late c mounts, owing under a note with , signed by <u>Walters 1</u> Hask nent is due <u>June 10</u> , 2006 , is also checked , is also checked , and any amendments , and any amendments	harges, attorneys' fees (including any on app an original principal amount of \$	aal or review), collection 50,000,00 (Borrower), and pay f any (collectively. Not f Trust if this paragrap a revolving line of crea
DEBT SECURED. This Deed of T a. The payment of the prii and any and all other a May, 21, 1991 Lender, on which the last payment and any extensions and renew checked, unless paragraph 2b b. The payment of all and dated which Borrower may obtain (I maximum amount to be adva	Inust secures the following: Incipal, interest, credit report fees, late c mounts, owing under a note with , signed by <u>Walter 1</u> Hask nent is due <u>June 10, 2006</u> wals of any length. The words "LINE OF C , is also checked. nounts that are payable to Lender at an , and any amendments n accordance with the terms of the Crec niced and outstanding at any one time pur	harges, attorneys' fees (including any on app an original principal amount of \$	al or review), collection 50,000,00, (Borrower), and pay f any (collectively. Not f Trust if this paragrap a revolving line of creat on one or more occasi
DEBT SECURED. This Deed of T and any and all other, a May, 21, 1991 Lender, on which the last payment and any extensions and renew checked, unless paragraph 2.b b. The payment of all and dated which Borrower may obtain (I maximum amount to be adva	Inust secures the following: Incipal, interest, credit report fees, late c mounts, owing under a note with , signed by <u>Walters 1</u> Hask nent is due <u>June 10</u> , 2006 wals of any length. The words LINE OF C is also checked. hounts that are payable to Lender at an , and any amendments n accordance with the terms of the Cred niced and outstanding at any one time pur ement consists of an initial period of the	harges, attorneys' fees (including any on app an original principal amount of \$	al or review), collection 50,000,00 (Borrower), and pay f any (collectively. Not f Trust if this paragrap a revolving line of creation on one or more occasion
DEBT SECURED. This Deed of T and any and all other a May, 21, 1991 Lender, on which the last payn the checked, unless paragraph 2b b. The payment of all an dated which Borrower may obtain (maximum amount to be adva The term of the Credit Agree repayment period of Indeterm	Inust secures the following: Incipal, interest, credit report fees, late c mounts, owing under a note with , signed by <u>Walter 1</u> Hask nent is due <u>June 10, 2006</u> wals of any length. The words "LINE OF C is also checked. is also checked. , is also checked. , and any amendments n accordance with the terms of the Crec niced and outstanding at any one time pur ement consists of an initial period of to ninate length during which Borrower must	harges, attorneys' fees (including any on app an original principal amount of \$	al or review), collection 50,000,00 (Borrower), and pay f any (collectively. Not f Trust if this paragrap a revolving line of creation on one or more occasion ned by Borrower, follow
DEBT SECURED. This Deed of T and any and all other a May 21, 1991 Lender, on which the last payn and any extensions and renew checked, unless paragraph 2b b. The payment of all an dated which Borrower may obtain ((maximum amount to be adva The term of the Credit Agree repayment period of Indeterm This Deed of Trust secures	Inust secures the following: Incipal, interest, credit report fees, late c mounts, owing under a note with , signed by <u>Walter 1</u> Hask nent is due <u>June 10, 2006</u> wals of any length. The words "LINE OF C is also checked. nounts that are payable to Lender at an , and any amendments n accordance with the terms of the Cred niced and outstanding at any one time pur ement consists of an initial period of to ninate length during which Borrower must the performance of the Credit Agreement	harges, attorneys' fees (including any on app an original principal amount of \$	al or review), collection 50,000,00 (Borrower), and pay f any (collectively. Not f Trust if this paragrap a revolving line of creat on one or more occasi ned by Borrower, follow er at any time under th uding any on appeal of
DEBT SECURED. This Deed of T A a. The payment of the print and any and all other, a May 21, 1991 Lender, on which the last payment and any extensions and renew checked, unless paragraph 2.b b. The payment of all and dated which Borrower may obtain (in maximum amount to be advia The term of the Credit Agreen repayment period of Indetern This Deed of Trust secures Agreement, the payment of collection costs and any and	Inust secures the following: Incipal, interest, credit report fees, late c mounts, owing under a note with 	harges, attorneys' fees (including any on app an original principal amount of \$	al or review), collection 50,000,00 (Borrower), and pay f any (collectively. Not f Trust if this paragrap a revolving line of creation on one or more occasion and by Borrower, follow at any time under the using any on appeal of
DEBT SECURED. This Deed of T A a. The payment of the privant and any and all other a May 21, 1991. Lender, on which the last payment and any extensions and renew, checked, unless paragraph 2.b b. The payment of all and dated which Borrower may obtain (I maximum amount to be advia The term of the Credit Agree repayment period of Indeterm This Deed of Trust secures Agreement, the payment of collection costs and any and of any length.	Inust secures the following: Incipal, interest, credit report fees, late c mounts, owing under a note with , signed by <u>Walter 1</u> Hask nent is due <u>June 10</u> , 2006 wals of any length. The words "LINE OF C is also checked. Nounts that are payable to Lender at an , and any amendments n accordance with the terms of the Cred niced and outstanding at any one time pur ement consists of an initial period of to ninate length during which Borrower must the performance of the Credit Agreement all interest, credit report fees, late cha all other amounts that are payable to Lender all other amounts that are payable to Lender	harges, attorneys' fees (including any on app an original principal amount of \$	aal or review), collection 50,000,00 (Borrower) and pay f any (collectively. Not f Trust if this paragrap a revolving line of creat on one or more occasi ned by Borrower, follow er at any time under it uding any on appeal of and any extensions and
DEBT SECURED. This Deed of T and any and all other, a May 21, 1991 Lender, on which the last pays and any extensions and renew checked, unless paragraph 2b b. The payment of all an dated which Borrower may obtain (I maximum amount to be adva The term of the Credit Agre repayment period of indeterm This Deed of Trust secures Agreement, the payment of collection costs and any and of any length.	Inust secures the following: Incipal, interest, credit report fees, late c mounts, owing under a note with 	harges, attorneys' fees (including any on app an original principal amount of \$	aal or review), collection 50,000,00 (Borrower) and pay f any (collectively: Not f Trust if this paragrap a revolving line of creation on one or more occasi ned by Borrower, follow or at any time under the uding any on appeal ou and any extensions and is Deed of Trust to pro- s Deed of Trust also se
DEBT SECURED. This Deed of T A a. The payment of the print and any and all other, a May 21, 1991 Lender, on which the last payment and any extensions and renew checked, unless paragraph 2.b b. The payment of all and dated which Borrower may obtain (in maximum amount to be advia The term of the Credit Agreen repayment period of Indetern This Deed of Trust secures Agreement, the payment of collection costs and any and of any length. X c. This Deed of Trust all security of this Deed of Trust all and the security of this Deed of Trust all security of this Deed of Trust all the trust and the security and the	Inust secures the following: Incipal, interest, credit report fees, late c mounts, owing under a note with 	harges, attorneys' fees (including any on app an original principal amount of \$	al or review), collection 50,000,00 (Borrower) and pay f any (collectively: Not f Trust if this paragrap a revolving line of creation on one or more occasion ned by Borrower, follow wat any time under the uding any on appeal ou and any extensions and is Deed of Trust also se
DEBT SECURED. This Deed of T A a. The payment of the print and any and all other, a May 21, 1991 Lender, on which the last payment and any extensions and renew checked, unless paragraph 2.b b. The payment of all and dated which Borrower may obtain (in maximum amount to be advia The term of the Credit Agreen repayment period of Indetern This Deed of Trust secures Agreement, the payment of collection costs and any and of any length. X c. This Deed of Trust all security of this Deed of Trust all and the term of the trust all security of the term of term of the term of the term of term of term of term of the term of	Inust secures the following: Incipal, interest, credit report fees, late c mounts, owing under a note with 	harges, attorneys' fees (including any on app an original principal amount of \$	al or review), collection 50,000,00 (Borrower) and pay f any (collectively: Not f Trust if this paragrap a revolving line of creation on one or more occasion ned by Borrower, follow or at any time under the using any on appeal ou and any extensions and is Deed of Trust also se be indexed, adjusted, more the context of the second second second second context of the second
DEBT SECURED. This Deed of T A a. The payment of the print and any and all other, a May 21, 1991 Lender, on which the last payment and any extensions and renew checked, unless paragraph 2b b. The payment of all and dated which Borrower may obtain (in maximum amount to be advia The term of the Credit Agreent repayment period of indetern This Deed of Trust secures Agreement, the payment of collection costs and any and of any length. X c. This Deed of Trust all security of this Deed of Trust all and the security of the secure advector the secure advect	Inust secures the following: Incipal, interest, credit report fees, late c mounts, owing under a note with 	harges, attorneys' fees (including any on app an original principal amount of \$	al or review), collection 50,000,00 (Borrower) and Pay f any (collectively. Not f Trust if this paragrap a revolving line of creation on one or more occasion and by Borrower, follow or at any time under the uding any on appeal of and any extensions and is Deed of Trust to pre- s Deed of Trust to pre- s Deed of Trust also se be indexed, adjusted, more the Note or Credit A
DEBT SECURED. This Deed of T and any and all other, a May, 21, 1991. Lender, on which the last payment checked, unless paragraph 2.b b. The payment of all and dated which Borrower may obtain (I maximum amount to be adva The term of the Credit Agreen repayment period of Indetern This Deed of Trust secures Agreement, the payment of collection costs and any and of any length X c. This Deed of Trust all security of this Deed of Trust all b. The interest rate, payment to the interest rate, payment to the interest rate, payment to the poth as applicable.	Inust secures the following: Incipal, interest, credit report fees, late c mounts, owing under a note with 	harges, attorneys' fees (including any on apper an original principal amount of \$	al or review), collection 50,000.00 (Borrower) and pay f any (collectively: Not a revolving line of creation a revolving line of crevolving line of cre
DEBT SECURED. This Deed of T A a. The payment of the print and any and all other, a May 21, 1991 Lender, on which the last payment and any extensions and renew checked, unless paragraph 2.b b. The payment of all and dated which Borrower may obtain (in maximum amount to be advia The term of the Credit Agreen repayment period of indeterm This Deed of Trust secures Agreement, the payment of collection costs and any and of any length. A c. This Deed of Trust all security of this Deed of Trust all and any length.	Inust secures the following: Incipal, interest, credit report fees, late c mounts, owing under a note with 	harges, attorneys' fees (including any on appendix original principal amount of \$	at or review), collection 50,000,00 (Borrower), and pay f any (collectively: Not f Trust if this paragrap a revolving line of creat on one or more occasi ned by Borrower, follow ar at any time under the using any on appeal of and any oxtensions and is Deed of Trust also se be indexed, adjusted, more of the Note or Credit A
DEBT SECURED. This Deed of T and any and all other, a May, 21, 1991 Lender, on which the last payment and any extensions and renew checked, unless paragraph 2b b. The payment of all and dated which Borrower may obtain (I maximum amount to be advia The term of the Credit Agree repayment period of indeterm This Deed of Trust secures Agreement, the payment of collection costs and any and of any length. X c. This Deed of Trust all security of this Deed of Trust all security of this Deed of Trust all renegotiated in accordance or both, as applicable. Yerm or John and States and any and of any length. The Interest rate, payment 1 renegotiated in accordance or both, as applicable.	Inust secures the following: Incipal, interest, credit report fees, late c mounts, owing under a note with 	harges, attorneys' fees (including any on appear an original principal amount of \$	sal or review), collection 50,000,00 (Borrower) and pay f any (collectively. Not f Trust if this paragrap a revolving line of creation on one or more occasion and by Borrower, follow or at any time under the uding any on appeal ou and any extensions and is Deed of Trust to pre- s Deed of Trust to pre- be indexed, adjusted, mo of the Note or Credit A
DEBT SECURED. This Deed of T and any and all other, a May, 21, 1991. Lender, on which the last payment and any extensions and renew checked, unless paragraph 2.b b. The payment of all and dated which Borrower may obtain (I maximum amount to be adva The term of the Credit Agreen repayment period of Indeterm This Deed of Trust secures Agreement, the payment of collection costs and any and of any length X c. This Deed of Trust secures Agreement, the payment of collection costs and any and of any length X is interest rate, payment to repayment of any future adv The interest rate, payment to repayment of any future adv The interest rate, payment to repayment of any future adv The interest rate, payment to repayment bia consyster to any and constant in accordance or both, as applicable.	Inust secures the following: Incipal, interest, credit report fees, late c mounts, owing under a note with 	harges, attorneys' fees (including any on apper an original principal amount of \$	sal or review), collection 50,000.00 (Borrower) and pay f any (collectively. Not f Trust if this paragrep f Trust if this paragrep a revolving line of cree on one or more occasi ned by Borrower, follow ar at any time under th uding any on appeal ou ind any extensions and is Deed of Trust ito pris s Deed of Trust ito pris s Deed of Trust also se be indexed, adjusted, re of the Note or Credit A
DEBT SECURED. This Deed of T and any and all other, a May 21, 1991 Lender, on which the last paym and any extensions and renew checked, unless paragraph 2.b b. The payment of all an dated which Borrower may obtain (I maximum amount to be adva The term of the Credit Agre repayment period of indeterm This Deed of Trust secures Agreement, the payment of collection costs and any and of any length May c. This Deed of Trust all security of this Deed of Trust repayment of any future adv The interest rate, payment to repayment of any future adv the interest rate, payment to any length of the cordance of the interest rate, payment to any length of the cordance of the interest rate, payment to repayment of any future adv the interest rate, payment to any length of the cordance of the interest rate, payment to any length of the cordance of the interest rate, payment to any length of the cordance of the interest rate, payment to any length of the cordance of the interest rate, payment to any length of the cordance of the interest rate, payment to any length of the cordance of the interest rate, payment to any length of the cordance of the interest rate, payment to any length of the cordance of the interest rate, payment to any length of the cordance of the interest rate, payment to any length of the cordance of the interest rate, payment to the interest rate, payment to any length of the cordance of the interest rate, payment to the i	Inust secures the following: Incipal, interest, credit report fees, late c mounts, owing under a note with 	harges, attorneys' fees (including any on app an original principal amount of \$	sal or review), collection 50,000,00 (Borrower) and pay f any (collectively. Note f Trust if this paragraph a revolving line of cred on one or more occasi ned by Borrower, follow ar at any time under the uding any on appeal or ind any extensions and is Deed of Trust to pro- s Deed of Trust to pro- s Deed of Trust also see be indexed, adjusted, re of the Note or Credit A
DEBT SECURED. This Deed of T and any and all other, a May 21, 1991 Lender, on which the last paym and any extensions and renew checked, unless paragraph 2.b b. The payment of all and dated which Borrower may obtain (I maximum amount to be advia The term of the Credit Agre repayment period of indeterm This Deed of Trust secures Agreement, the payment of collection costs and any and of any length X c. This Deed of Trust secures Agreement, the payment of collection costs and any and of any length The Interest rate, payment the repayment of any future advia The interest rate, payment the accuracy ingit may future advia The interest rate, payment the of both, as applicable. I have a secure of the interest of the action of any length	Inust secures the following: Incipal, interest, credit report fees, late c mounts, owing under a note with 	harges, attorneys' fees (including any on app an original principal amount of \$	(Borrower) and pay f any (collectively Note f Trust if this paragrap) a revolving line of cred on one or more occasil ned by Borrower, follow ar at any time under th uding any on appeal or ind any extensions and is Deed of Trust to pro- s Deed of Trust also see be indexed, adjusted, re of the Note or Credit A

DEED AMABIEN LINE OF GREDIT MORTCA

DEED OF TRUST. -

3605

NONE

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 as a special flood hazerd area, and extended coverage insurance, if any, as follows: MUTUAL OF ENUMCLAW

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)": 1. 1. Sec. 1.

3.2.1 will pay taxes and any debts that might become a lien on the property, and will keep it free of trust deeds, mortgages and lions, other than yours and the Permitted Liens just described.

10 00011005

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 I do not do any of these things, you may do them and add the cost to the Note or Credit Agreement as applicable. 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 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.

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 defauit:

6.1 If you do not receive any payment on the debt secured by this Deed of Trust when it is due; 145

6.2 If I commit fraud or make any material misrepresentation in connection with my loan application, the Note or Credit Agreement, this Deed of Trust, or any aspect of my line of credit. For example, it will be a default if I give you a false financial statement, or if I do not tell you the truth about my financial situation, about the property that is subject to this Deed of Trust, or about my use of the money I obtained from you through the Note or line of credit;

6.3 If any action or inaction by me adversely affects your security for the Note or Credit Agreement, including, but not limited to, the following:

a. If all or any part of the Property, or an interest in the Property, is sold or transferred;

b. If I fail to maintain required insurance on the Property;

c. If I commit waste on the Property or otherwise destructively use

- or fail to maintain the Property; d. (f i die:
- e. If I fail to pay taxes or any debts that might become a lien on the Property:

f. If I do not keep the Property free of deeds of trust, mortgages and liens, other than this Deed of Trust and other Permitted Liens I have already told you about;

g. If I become insolvent or bankrupt; h. If any person forecloses or declares a forfeiture on the Property under any land sale contract, or forecloses any Permitted Lien or other lien on the Property; or

i. If I fail to keep any agreement or breach the warranties, representations or covenants I am making to you in this Deed of Trust about hazardous substances on the Property.

52-F6530 OR 6/90

9606 7. 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

7.1 You may declare the entire secured debt immediately 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, you may sue for and recover from Borrower all amounts remaining under the Credit Agreement, under the Note, and under this Deed of Trust.

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.

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 attorney fees including any on appeal or review.

7.6 You may use any other rights you have under the law, this Deed of Trust, or other agreements, including but not limited to any Note or Credit Agreement.

8. HAZARDOUS SUBSTANCES.

8.1 Except as previously disclosed to you in writing, I represent and warrant to you that no hazardous substance is stored, located, used or produced on the property, and that to the best of my knowledge, after due and diligent inquiry, no hazardous substance is stored, located, used or produced on any adjacent property, nor has any hazardous substance 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 or permit any activity on the Property that 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 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 if 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.

8.4 I will indemnify and hold you harmless from and against any and all claims, demands, liabilities, lawsuits and other proceedings, damage losses, liens, penalties, fines, clean-up and other costs, expenses, and attorney fees (including any on appeal or review) arising directly or indirectly from or out of, or in any way connected with (i) the breach of any representation, warranty, covenant, or agreement concerning hazardous substances contained in this Deed of Trust or in any other document executed by me in connection with the debt secured by this Deed of Trust; (ii) any release onto or under the Property or other property of any hazardous substance that 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 that 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 conveyance 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.

COPY 1 and 2-Bank; COPY 3-Consumer

DEED OF TRUST LINE OF CREDIT MORTGAGE

9607

8.6 All of my representations, warranties, covenants and agreements contained in this Deed of Trust regarding any hazardous substance, including but not limited to my agreement to accept conveyance of the Property from you and to resume ownership, shall survive foreclosure of this Deed of Trust or acceptance by you of a deed in lieu of foreclosure.

US BANK

8.7 For purposes of this Deed of Trust, the term "hazardous substance" 8.7 For purposes of this beed of trust, the term fazar dous substance means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material or 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 of of the accept

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.

11. 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.

- of this Dood of Taist

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.	agree to all the terms of this Deed of Trust.	<u>5/2//9/</u> Date
A SATISFACTION OF DEED OF TRUST. When the Note or Credit Agreement or both, as applicable, are completely paid off and the Credit Agreement, as applicable, is cancelled and terminated as to any future loans, I understand that you will request Trustee to reconvey, without warranty, the property to the person legally entitled thereto. I will pay Trustee a reasonable fee for preparation and execution of the reconveyance instrument and I will record the reconveyance at my	Grantor Grantor	5/21/91 Date
expense.		· · · · · · · · · · · · · · · · · · ·
INDIVIDUAL ACK	NOWLEDGMENI	• •
STATE OF OREGON) ss.	May 21, 1991	
County of Klamath)	Date	t. T e
County of	an a	
Walter J. + m	arganet V. Harkell	
Personally appeared the above named Walter - + M and acknowledged the thropping Deed of Trust to be	- voluntary act.	
	Before me:	
	Derbara L. Kaufs	
	Notary Public for Oregon My commission expires: 11/12/91	
	My commission expires://2/91	
	•	
REQUEST FOR	RECONVEYANCE	
TO TRUSTEE: The undersigned is the holder of the Note or Credit Agreement or both, a the Note or Credit Agreement or both, as applicable, together with all ot hereby directed to cancel the Note or Credit Agreement or both, as app without warranty, all the estate now held by you under the Deed of Trust	tiantia and this Dood of Trust, which are delivered herew	gation evidenced by a paid in full. You are th, and to reconvey,
	Signature:	
Date:		
	STATE OF OREGON,	
After recording, return to:	THIS & County of Klamath	
U.S. BANK	Filed for record at request of:	
131 East Main Street	Mountain Title Co.	A.D., 19 91
Medford, OR 97501	- at <u>3:19</u> o'clock <u>P</u> M	, and duly recorded
ATTN: Marilyn	Realer Richn County Cl	erk
	- By Qauline Mar	elendore Deputy
	Fee, \$18.00	
		Page 3 of 3
52-E6530 OR 6/90 COPY 1 and 2-E	lank; COPY 3-Consumer	
		• .