		PORTLAND. OR. 47204
	HIGH-TRUST DEED.	COPYRIGHT 1988 STEVENS-NESS LAW PUS.CO., PORTLAND, OR. 87204
ORM No. 881-Oregon Trust Deed Se	ries-TRUST DEED.	Vol.m91_Page 12890
31534	ALL-INCLUSIVE -TRUST DEED	19.91, between
CICC -	EED, made this 28th day of	June, 1991, between nd and wife, as Trustee, and , as Trustee, and , TRUST
THIS TRUST D	ON and CHARLEEN K. HOUSTON,	as Trustee, and , as Trustee, and T, trustee of the D.L. GRESSETT, TRUST T, trustee of the D.L. GRESSETT, TRUST nterest and PATRICK G. HUYCKE as to nterest and PATRICK J. HUYCKE as to nterest.
TIAMA	THE COMPANY OF JACKSON COUNTY	The D.L. GRESSETT, TRUST
as Grantor, MOUNTAIN	ALD H. FOSTER, DALTON LEE GRESSET	, as Trustee, and T, trustee of the D.L. GRESSETT, TRUST nterest and PATRICK G. HUYCKE as to an undivided 1/7th interest. Medford, Oregon 97504
BOB RODERIDONI 198	6 each as to an undivided	an undry 97504
as Beneficiary, WHOS	6 each as to an undivided 277cm a 6 E ADDRESS IS: 710 Cardley Avenue, WITNESSETH:	T, trustee of the D.L. GRESSEIT, TABLE nterest and PATRICK G. HUYCKE as to, an undivided 1/7th interest. Medford, Oregon 97504 trustee in trust, with power of sale, the property com the Southwesterly corner
Grantor irrevoca	bly grants, bargains, sells and control as: County, Oregon, described as: a point 30 feet Easterly fr	com the Southwesterly corner LINKVILLE (now City of along the Southerly line of along the Southerly line d
in	a point 30 feet Easterly	LINKVILLE (now City of
of Lot 4 in B	County, Oregon, destrictly fr a point 30 feet Easterly fr lock 17 of ORIGINAL TOWN OF Oregon; thence Easterly a	along the Southerly and parallel
said Block 17	a distance said Lot 4 a d	d in Book 20 at page 25 of
with the secrib	ed in an instrument records, th	ence Westerly along the of
alley descre	v. Oregon, Deed Records,	with the Southerry Liel
Southerly lin	he of said alley and put; the	ence Westerly along the ence Westerly along the ence Southerly and parallel ence Southerly and parallel distance of 112 feet to the distance of along the state of the state o
With Sald "	inning being a portion of	nces and all other rights thereather attached to or used in connec-
point of act	tulor the tenements, herealtaments thereof and	all fixtures now of the
now on the said real estate	STAR OF SECURING PERFORMANCE OF CAR	$\Delta ND = 0.0/100$
FOR THE PURI	THOUSAND FIVE HUNDRE	a greement of grantor herein contained and payment of an ED_AND_00/100 s, with interest thereon according to the terms of a promissory irrantor, the final payment of principal and interest hereof, if
sum of ONE HUNDKI	Dollars	rantor, the final payment of principal and
note of even date herew	with, payable to beneficiary of older and July 1,	19. 94. deter stated above, on which the final installment of said note
not sooner paid, to be	due and payable by this instrument is the urity of the debt secured by this instrument is the urity of the debt secured by this described property, or	date, stated above, on which there in is sold, agreed to be any part thereof, or any interest there in is sold, agreed to be any part thereof, or any interest or approval of the beneficiary, and obtained the written consent or approval of the beneficiary, it, irrespective of the maturity dates expressed therein, or the irrespective of the maturity dates (c) join in any tied any easement or creating any restriction thereon: (c) join in any tied any easement or creating allocing this deed or the lien or charge
becomes due and pays	a alienated by the granter the this instrument	II, Ittespectre
then, at the beneficiar	y's option, all obligations mediately due and payable.	or creating any restriction thereon; (c) join in any
		ting any easement or creating any restriction thereon; (c) join in any ordination or other agreement allecting this deed or the lien or charge edi; (d) reconvey, without warranty, all or any part of the property. The tee in any reconvey, may be described as the "person or persons the interval of the persons of the second s
I. To protect, pre and repair; not to remov		
not to commit to complete of 2. To complete of manner any building of		ity entitled thereto," and initializes thereof. Trustee 55. conclusive proof of the initialized states of the second state of
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beneliciary. 4. To provide an berealter erected	on the said premises against loss to time require, in the	11. The entering upon and prolits, or the proceeds of the damage of the
and such other hazards	as in SURABLE VALUE.	11. The entering issues and prolits of the taking or damage of the lection of such rents, issues and prolits of any taking or damage of the surance policies or compensation or release thereof as aloresaid, shall not cure or operty, and the application or release thereof as invalidate any act done alive at or usch police.
	tor any releast titleen days and buildings. pt	ursuant to such notice.
tion of any policy of	insurance the same at grantor's expense	areby of in this period navment and/or payable. It but had
collected under any lir	or other induced hereby and in such order to collected, or di	went the beneficiary at his election the trustee to foreclose any other right or
may determine, or at	be released to grantor. Such application of revalidate any in	duertisement and sale, or may us which the beneficiary main the beneficiary or
not core pursuant to s	uch police. I construction liens and to pay and the	emergy, elects to foreclose to be recorded his writerially the oblightion
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by direct payment of make such payment,	beneticiary may, at its option, make in the note secured beneticiary may, at the rate set lorth in the note secured id with interest at the rate set lorth in the note of this	sale, and at any other person so paints of a failure to pay, may the sale, the grantor or any other person so paints of a failure to by paying the sale, the default or defaults. If the default consists of a may be cured by paying the sale default or defaults are said by the default of the d
and the together with	the obligations described in part of the debt secured by this the obligations described in part of the debt secured by this odded to and become a part of the debt secured by this	sums secured by the trust deed, the cure other than such that is capable of sums secured by the time of the cure other default that is capable of atting amount due at the time of the cure d. Any other default that is capable of the sum of the
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arty nerenaution t	Tor such payments, with interest with show to the cribed, as well as the frantor, shall be bound to the payments and for the payment of the obligation herein expanses and the immediately due and payable with- ch payments shall be immediately due and payable and nonpayment thereof shall, at the option of the beneliciary, honpayment thereof shall, at the option of the beneliciary by this trust deed immediately due and payable and red, by this trust deed immediately the including the cost	and expenses actually incurrery's lees not exceeding the
out notice, and the	onpayment thereof shall, an ediately due and payable and	together with trustees and attends to held on the date and at the time and by law.
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allect the security	r in and detered beneficiary or trustee may appear, including ights or powers of beneficiary or trustee may appear, including in which the beneficiary or any all costs and expenses, in-	the property so sold, but white deed of any matters of lact snah trustee, but including plied. The recitals in the deed of any person, excluding the trustee, but including the trustee barrot. Any person, excluding the trustee barrot.
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decree court shall	adjudge reasonant	attorney, recorded liens subsequent in the order of their priority mitled to such
ney the in mutu	ally agreed that.	deed as their any, to the grantor or to the company a successor or success
under the rish	to require that all of the amount of the amount	surplus 16. Beneficiary may from or to any successor trustee to the successo
as compensation t	or such taking, which and attorney's fees necessariliciary and	trustee, the latter shall be vested with an hereunder. Each such appointed trustee, the latter shall be named or appointed hereunder executed by beneficiary
incurred by gran	tor in such processible costs and expenses and incurred by bene-	and substitution shall be made by that records of the county of appointmer
ficiary in such f	roceedings, and at its own expense, obtaining such com	which the property is situated, when this deed, duly executed an of the successor trustee.
and execute such	instruments distary's request.	acknowledged is made a public tereto of pending sale under any
9. At any ficiary, payment	this upon beneficiary's request. by upon beneficiary's request. time and from time to time upon written request of between time and the note to of its lees and presentation of this deed and the note to not is the reconveyances, for cancellation), without allectin case of tull reconveyances, for cancellation), without allectin case of tull reconveyances, for cancellation, without allectin in person to the payment of the indebedness, trustee ma my person to the payment of the side property; (b) join i my person to the payment of the side property; (b) join i	a obligated of any action or proceeding is brought by the
the liability of z	of its lees and presentation of accellation), without attectm case of tull reconveyances, for cancellation), without attectm iny person for the payment of the indebitedness, trustee ma- ing person for the payment of said property; (b) join i he making of any map or plat of said property; (b) join i	who is an active member of the Oregon State Bor, a bank, trust compared to insure title to recompany authorized to insure title to for AGA.
(a) consent to	David Act provides that the trustee hereunder must be either or	shall be a party unless such active in shall be a party unless such active n attorney, who is an active member of the Oregon State Bar, a bank, trust company oregon or the United States, a title insurance company authorized to insure title to re States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.58 States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.59
M I NOTE The Trust	Deeu nutration authorized to do Dusiness branches, the United	310163

or savings and loan association domainers property of this state, its subsidiaries, affilia

12891 The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto and that he will warrant and forever defend the same against all persons whomsoever. SEE EXHIBIT "A" FOR ADDENDUM TO DEED OF TRUST The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: [\*]\*[mrmatily] to kinhed \* beredentil family/of household purposed [sed Imperiant None(e)[below]] ] (b) for an organization, or (even it grantor is a natural person) are for business or commercial purposes. This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the leminine and the neuter, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not opplicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this, purpase use Stevens-Ness Form No. 1319, or equivalent. If compliance, will the Act is rap required, disregard this notice. If the signer of the chore is a concording to the form of the compliance of the chore is a concording to the form of the chore is a concording to the chore is a concording to the form of the chore is a concording to the chore is a concording Januel Us Harvey W. Houston Reen J.X Charleen K. Houston STATE OF OREGON, County of This instrument was acknowledged before me on , by Harvey W. Rouston and Charleen K. Houston Notary Public for Oregon Notary Public for Oregon (SEAL) My commission expires: 11/16/91 My commission expires: (SEAL) REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. TO: .. ..., Trustee The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been tully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to DATED: Beneficiary of lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be mu TRUST DEED STATE OF OREGON, (FORM No. 881) ss. County of ..... LAW PUB. CO., POR I certify that the within instrument was received for record on the ...... day ....., 19......, of at ..... o'clock ......M., and recorded SPACE RESERVED Grantor in book/reel/yolume No. ..... on FOR ..... or as fee/file/instrupage ... RECORDER'S USE ment/microfilm/reception No....., Record of Mortgages of said County. Beneficiary Witness my hand and seal of AFTER RECORDING RETURN TO County affixed, mte NAME TITLE Bv. Deputy

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C.Y.H.

### 12892

# ADDENDUM TO DEED OF TRUST

26. Wraparound Deed of Trust

a.

Manager,

- This Deed of Trust is a "Wraparound" or "Allinclusive" Deed of Trust. The debts secured hereby in this Deed of Trust are subject to the following:
- 1. That certain promissory note ("prior note") in the original principal sum of SIXTY-FIVE THOUSAND AND 00/100 DOLLARS -----\$\_65,000.00 dated February 14, 1991 executed by ROBERT C. ROBERTSON, PATRICK G. HUYCKE DONALD H. FOSTER, DALTON LEE GRESSETT, Trustee of the D.L. Gressett payable to the order of BANK OF SOUTHERN OREGON which is secured by a deed of trust ("prior deed of trust") dated February 14, 1991 given by Robert C. Robertson, Patrick G. Huycke, Donald H. Foster, Dalton Lee Gressett, trustee of the D.L. Gressett to \_\_\_\_\_ASPEN TITLE AND ESCROW INC. Trustee, for the benefit of \_\_\_\_\_\_ Bank of Southern Oregon recorded on February 20, 1991 in the records of Klamath County, Oregon -----, as Document No. M91 at Page 3089 \_\_\_\_in Volume ii. That certain promissory note ("prior note") in the original principal sum of \_\_\_\_ \_\_\_\_(\$\_\_\_ dated \_\_\_\_\_

payable to the order of \_\_\_\_\_\_,

which is secured by a deed of trust ("prior deed of trust") dated \_\_\_\_\_\_, given by \_\_\_\_\_\_

1 - Exhibit "A"

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So long as Borrower shall not be in default under any of the terms and provisions of the note secured hereby or under the terms of this deed of trust, lender shall make payments as shown and when due under the terms of the prior notes and prior deeds of trust. Lender's obligation to make payments shall be limited to the extent of payments of principal and interest received by lender upon the note hereby secured. This obligation of lender shall continue until such time as the note secured hereby shall have been paid in full, at which time lender shall cause the prior notes and prior deeds of trust to be satisfied and reconveyed, respectively. At such time as the note secured hereby has been paid in full according to its terms, this deed of trust and all other instruments securing the note shall be released both in fact and of record.

Notwithstanding anything herein or in the c. note secured hereby to the contrary, borrower shall be in default if borrower shall have failed to perform or comply with any term, covenant or condition hereunder or under prior notes or the prior deeds of trust and such failure shall continue for a period of ten (10) days following written notice of such failure. In the event of any such default lender shall have the right to exercise each and any of the remedies provided in this note, this deed of trust, or by the laws of the State of Oregon. Borrower shall be liable for and pay any late charges, penalties or premiums or any amounts required to be paid in addition to principal and interest or any installment of principal or interest which becomes due by lender in making payments on the prior notes if such charges, penalties, premiums or amounts are incurred as a result of late payments on the note made by borrower.

2 - Exhibit "A"

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d. Borrower hereby covenants and agrees with, and solely for the benefit of the lender, that:

- Borrower will timely perform and **i** . observe the covenants and agreements on the part of the borrower to be performed or observed under the terms of the prior notes and prior deeds of trust except for the payment of principal and interest under the prior notes, during those periods when that is the obligation of lender as provided herein, hereby acknowledging that the occurrence of any event which, with notice or the passage of time or both, constitutes a default thereunder shall be and constitutes a default hereunder:
- ii. Borrower will deliver to lender copies of any and all notices, documents and instruments required to be delivered to or which are received from, the holder of the prior notes under the terms thereof or under the prior deeds of trust;
- iii. If for any reason, other than lender's failure to make payments of installments of principal or interest on the prior notes and prior deeds of trust, the indebtedness secured by either of the prior notes or prior deeds of trust is accelerated or the subject property or any part thereof is sold or attempted to be sold through foreclosure proceedings pursuant to such prior notes and prior deeds of trust or any remedial action or proceeding is taken or instituted in respect to the prior notes or prior deeds of trust, borrower will indemnify lender against any loss, cost or expense incurred by lender, including reasonable attorney's fees, in contesting any such action

3 - Exhibit "A"

12895

taken or instituted or in attempting to reinstate the prior notes or prior deeds of trust or incurred by lender on account of the acceleration of the prior notes, prior deeds of trust, the sale of the real property subject to the prior notes or the lender's purchase or payment of the prior notes and deeds of trust.

- e. Notwithstanding any other provisions in this trust deed, if, pursuant to the prior notes or prior deeds of trust, insurance proceeds in respect of any damage or destruction or any award or payment applicable to a taking by eminent domain are applied against the prior notes, lender may declare the note secured hereby immediately due and payable at any time thereafter unless the property remaining after any such taking or damage or destruction is sufficient in lender's sole judgment to adequately secure the payment of the note hereby secured.
- f. References contained in this deed of trust to the obligations of the lender to pay the sums owing on the prior notes and prior deeds of trust shall not constitute an assumption of liability for any such payment or create any rights in any third party.
- g. The lender shall always be deemed to have, in the event of any default of the prior notes or prior deeds of trust, the absolute right, but not the obligation, to take such steps or advance such money as shall be necessary to cure any such defaults. In the event any such action is taken, the lender shall be subrogated to the rights of the holders of the prior notes and prior deeds of trust and any money so advanced shall be deemed an additional advance secured by this deed of trust, and shall accrue interest at the same rate provided for the promissory note secured hereby.
- h. This deed of trust has been executed and delivered in the State of Oregon. The rights and liabilities of the parties with respect to this deed of trust shall be governed by the laws of the State of Oregon.

4 - Exhibit "A"

STATE OF OREGON: COUNTY OF KLAMATH: ss.