

50809

RECORDATION REQUESTED BY:

First Interstate Bank of Oregon, N.A.
2809 South Sixth Street
P O Box 238
Klamath Falls, OR 97601

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WHEN RECORDED MAIL TO:

First Interstate Bank of Oregon, N.A.
2809 South Sixth Street
P O Box 238
Klamath Falls, OR 97601

SEND TAX NOTICES TO:

Clifford W. Baker
PO Box 711
Keno, OR 97627

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MTC 1396-6061

DEED OF TRUST

LINE OF CREDIT MORTGAGE

LINE OF CREDIT MORTGAGE. (a) This Deed of Trust is a LINE OF CREDIT MORTGAGE. (b) The maximum amount to be advanced pursuant to the credit agreement is \$15,000.00. (c) The term of the credit agreement commences on the date of this Deed of Trust and ends on or after August 28, 1997.

THIS DEED OF TRUST IS DATED AUGUST 28, 1992, among Clifford W. Baker, HUSBAND AND WIFE, whose address is PO Box 711, Keno, OR 97627 (referred to below as "Grantor"); First Interstate Bank of Oregon, N.A., whose address is 2809 South Sixth Street, P O Box 238, Klamath Falls, OR 97601 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and MOUNTAIN TITLE COMPANY, whose address is 222 SOUTH SIXTH STREET, KLAMATH FALLS, OR 97601 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to any Lease the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Klamath County, State of Oregon (the "Real Property"):

LOT 13, BLOCK 34, KLAMATH RIVER ACRES 5TH ADDITION

The Real Property or its address is commonly known as PO Box 711, Keno, OR . The Real Property tax identification number is R4008008BD02900.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the Rents and the Personal Property defined below.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Oregon Uniform Commercial Code.

Credit Agreement. The words "Credit Agreement" mean the revolving credit agreement dated August 28, 1992, with a credit limit in the amount of \$15,000.00, between Grantor and Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Credit Agreement. The maturity date of this Deed of Trust is August 28, 1997. The rate of interest on the Credit Agreement is subject to indexing, adjustment, renewal, or renegotiation.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Deed of Trust.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, this Deed of Trust secures a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Deed of Trust secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

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