

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 hazard area, and extended coverage insurance, if any, as follows:

CALIFORNIA CASUALTY

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):

KLAMATH 1ST FEDERAL

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 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 default:

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

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. If 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.

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 time.

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, damages, 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.

U.S. BANK.

DEED OF TRUST
LINE OF CREDIT INSTRUMENT

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.

8.7 For purposes of this Deed of Trust, the term "hazardous 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 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.

I agree to all the terms of this Deed of Trust.

Grantor

Kathryn M Radcliffe

Grantor

Grantor

9. 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 expense.

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.

12. NAMES OF PARTIES. In this Deed of Trust "I", "me" and "my" mean Grantor(s), and "you" and "your" mean Beneficiary/Lender.

Grantor

Ronald E Radcliffe

Grantor

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON

)

) ss.

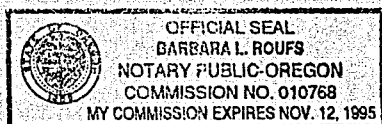
County of

Klamath

Date

May 26, 1993

Personally appeared the above named Kathryn M Radcliffe and Ronald E Radcliffe
and acknowledged the foregoing Deed of Trust to be their voluntary act.



Before me:

Barbara L. Roufs
Notary Public for Oregon

My commission expires:

11/12/95

STATE OF OREGON: COUNTY OF KLAMATH: ss. FOR RECONVEYANCE

Filed for record at request of Klamath County Title Company the 27th day
of May A.D., 19 93 at 3:54 o'clock P. M., and duly recorded in Vol. M93
of Mortgages on Page 12207
Evelyn Biehn County Clerk
By Annette Mueller

FEE: \$20.00

Date:

Signature:

HEALTH DIVISION CENTER FOR HEALTH STATISTICS CERTIFICATE OF DEATH

1. DECEDENT'S NAME First: Orton Middle: R. Last: MANN		2. SEX Male	3. DATE OF DEATH (Month, Day, Year) May 14, 1993
4. SOCIAL SECURITY NUMBER 543-20-5972	5a. AGE Last Birthday (Years) 68	5b. Under 1 Year Mos. Days Hours Mins	6. BIRTHPLACE (City and State or Foreign Country) West Allis, WI
8. WAS DECEDENT EVER IN U.S. ARMED FORCES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		7. DATE OF BIRTH (Month, Day, Year) July 30, 1924	
9a. PLACE OF DEATH (Check only one) <input type="checkbox"/> HOSPITAL <input type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DCA <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> Nursing Home <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (Specify)		9b. CITY, TOWN, OR LOCATION OF DEATH Klamath Falls	
10. FACILITY NAME (If not institution, give street and number) 3837 Hope Street		9c. COUNTY OF DEATH Klamath	
10a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired.) Dentist	10b. KIND OF BUSINESS/INDUSTRY Medical Dentistry	11. MARITAL STATUS: <input checked="" type="checkbox"/> Married <input type="checkbox"/> Never Married <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced (Specify)	12. SPOUSE (If Married, Widowed) Margaret H. Mann
13a. RESIDENCE - STATE Oregon	13b. COUNTY Klamath	13c. CITY, TOWN OR LOCATION Klamath Falls	13d. STREET AND NUMBER 3837 Hope Street
13e. INSIDE CITY LIMITS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	13f. ZIP CODE 97603	14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify No or Yes. If yes, specify Cuban, Mexican, Puerto Rican, etc.) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	15. RACE American Indian, Black, White, etc. (Specify) White
17. FATHER - NAME first middle last Louis R. Mann		18. MOTHER - NAME first middle maiden Paulona - Orton	
20a. METHOD OF DISPOSITION <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> Donation <input type="checkbox"/> Other (Specify)		20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) Klamath Memorial Park	
21a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH <i>James A. Riggs</i>		21b. LICENSE NUMBER (Of Licensee) 52-0297	
22. NAME, ADDRESS AND ZIP OF FACILITY O'Hair's Funeral Chapel 515 Pine ST., Klamath Falls, OR 97601		23. DECEASED'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-12) College (14 or 5+) 5+	
24. DATE FILED (Month, Day, Year) MAY 18 1993		24. REGISTRAR'S SIGNATURE <i>Charles Barcus</i>	
25. DID HOSPITAL REPRESENTATIVE MAKE REQUEST FOR ANATOMICAL GIFT CONSENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A		26. WAS GIFT MADE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A	

TO BE COMPLETED BY CERTIFYING PHYSICIAN		TO BE COMPLETED ONLY BY MEDICAL EXAMINER	
27. TIME OF DEATH 1:30 A.M.	28. WAS MEDICAL EXAMINER NOTIFIED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	31a. TIME OF DEATH M	31b. DATE PRONOUNCED DEAD (Month, Day, Year, Hour) M
29. To the best of my knowledge, death occurred at the time, date, place and due to the cause(s) and manner stated. (Signature) <i>[Signature]</i> M.D.		32. On the basis of examination and/or investigation, in my opinion death occurred at the time, date, place and due to the cause(s) and manner stated. (Signature) <i>[Signature]</i>	
30. DATE SIGNED (Month, Day, Year) May 7 1993		33. DATE SIGNED (Month, Day, Year) _____ COUNTY _____	
34. NAME, TITLE, ADDRESS AND ZIP OF CERTIFIER/MEDICAL EXAMINER (Type or Print) Robert F. Bohnen M.D. 2610 Uhrmann Road Klamath Falls, Oregon 97601			
35. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)			

36. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c). Do not enter mode of dying, e.g. Cardiac or Respiratory Arrest.)		Interval between onset and death
(a) Acute Myelomonocytic leukemia		9 months
(b) DUE TO, OR AS A CONSEQUENCE OF:		Interval between onset and death
(c) DUE TO, OR AS A CONSEQUENCE OF:		Interval between onset and death
PART II OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not resulting in the underlying cause given in PART I.		
40. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Accident <input type="checkbox"/> Undetermined <input type="checkbox"/> Suicide <input type="checkbox"/> Legal Intervention <input type="checkbox"/> Homicide	41a. DATE OF INJURY (Month, Day, Year)	41b. TIME OF INJURY M
41c. INJURY AT WORK? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	41d. DESCRIBE HOW INJURY OCCURRED	
41e. PLACE OF INJURY - At home, farm, street, factory, office building etc. (Specify)	41f. LOCATION (Street and Number or Rural Route Number, City or Town, State)	

ORIGINAL - VITAL STATISTICS COPY

THIS IS A TRUE AND EXACT REPRODUCTION OF THE DOCUMENT OFFICIALLY REGISTERED AT THE OFFICE OF THE KLAMATH COUNTY REGISTRAR

45-2 Rev 7/91

DATE ISSUED: **MAY 18 1993**

Charles Barcus
CHARLENE BARCUS
COUNTY REGISTRAR
KLAMATH COUNTY, OREGON



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Margaret H. Mann the 28th day of May A.D., 19 93 at 9:40 o'clock A.M. and duly recorded in Vol. M93 of Deeds on Page 12210

FEE \$10.00

Evelyn Biehn County Clerk
By *Annette Mueller*