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DEED OF TRUE LINE OF CREDIT INSTRUME

K-45667 Date: October 1 1993 7. YOUR RICHTS RETEN DEFRULT, After a detault, you will have the following fights and may use any one; or any combination of them, at any time. If the Loy of aldstee Address: 2550 Watson St EVELYN WOODARD Grantor(s): Klamath Falls OR 97603 At You may doctare the entire socored note immediately MERVIN WOODARD AND THE WIND ON OR NEED TO STAND Borrower(6): EVELYN WOODARD 2550 Watson St Ackress: or allor a sale of the Property under a judicial foreologore, or botone in Klemath Falls OR 97603 bus to the mark states and the second and the second states and the second seco Beneficiary/("Leiber "Jinis Banks of (Oregon voned mon hovesen Sant to beed sint to be used to the state of the same of the same 501 SE Hawthorne Blvd Sta 301 Actions a. ents to custom deed been villet and deed Portland OR 97208 vanimum : edlie wat ald U.S. Bank of Weshington, and you per cr PO Box 3347 Trustee: -- National Association Portland Or 97208 2.4 You may have any rents from the Property collected and pay the amount received over and above costs of collection and other lawful 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 , located in Klamath following property, Tax Account Number SEE BELOW County, State of Oregon, more particularly described as follows: (1) war vid cowollar pouza liu) GISTAX: #03909-1DA-1400: KEY: 510012 J: M-84203: KEY: 30709, M-206753 KEY: 14451 mir bek enewhole will also be liable for your resonable attempy foot including any on aronal of favlew. the one describes the color DLOT 27 PIEDMONT HEIGHTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. or as described on Exhibit A, which is attached hereto and by this reference incorporated horsin, and all buildings and other improvements and fixtures now or later located on the Property (all referred to in this Dead of Trust as "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 epice that I will be locally bound by all the terms stated in this Deed if de los event de vigent de la septie de la second de la at Except as proviously disclosed to you in witing, I repression no variant to you that no becardous substance is stored, located, use 2 DEST SECURED. This Deed of Trust secures the following: in Exact you say you will be principal, interest, gredit report fees, late charges, attorneys, fees (including any on appent or review), collection 22,220.00 dated costs and any and all other amounts, cosing sunder a note with any original principal amount of \$ signed by where in Woodard and Evelyn Woodard October 1, 1993 (Borrower) Worst and applicable law Lawy ("and payable to Lender, on which the last pay entitle the Octoberts, a 2008; else to the state the following obligations. If any olos et Visados, cetta Collectively Note? Specification and a there prepared the test to violate the second of the property of the pr ecolvoig yna ro eirt Way is notice to you in modistely when I become swere that the attitantes tracion ary adjacent, temperty is bolog or has been subjected to and any extensions and renewals of any length. The words "LINE OF CREDIT INSTRUMENT" do not apply to this Deed of Trust II this paragraph 2.a. is checked, unless paragraph 2.b. is also checked. 1,3 You and your recreeintalives may enter the Property at any time for b. The payment of all amounts that are payable to Lender at any time under a 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 emaximum principal amount to be advanced and outstanding at any one time pursuant to the Credit Agreement is \$ call that a dit (events a default pertaining to hazardous pubstances, if The term of the Credit Agreement consists of an initial period of ten years, which begins on the above-indicated date of the Credit Agreement. during which advances can be obtained by Borrower, (ollowed by a repayment period of indeterminate length during which Borrower must repay all amounts owing to Lender. wy flor for co. I li to ansmersia is ove and the Preperty that the to but you receive the most exclamed boy blood but yillimed to like 18.0.

2. This Deed of Trust secures the parformance of the Credit Agreement, the payment of all loans payable to Lender at any time under the Credit. Agreement; the payment of all interest; credit report less; late charges, membership fees, attorneys' fees (including any on appeal or review). collection costs and any and all other amounts that are payable to Lender at any time under the Credit Agreement, and any extensions and renewals inisrectly rem or out of tr in adv say corrected with **diposition to** of corrected with **diposition to** or corrected to the concerning but not limited to, the The Deed of Trust also secures the payment of all other sums, with injerest thereon, advanced under this Deed of Trust to protect the ecurity 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. or ty or otherwise designatively use result of acts or smits one by one or invising or independent The interest rate; payment terms and balance due under the Note or Credit Agreement or both, as applicable, may be indexed, as a secured or renegotiated in accordance with the terms of the Note and the Credit Agreement and any extensions and renewals of the Note or Credit Agreement or both, as applicable. After recording, return to: 10 Jan 1 to best said acting sections THIS SPACE FOR RECORDER USE Lureclosuru, hold hille to arown the Property in your Consumer Finance Center Seriel verso colleg way is the port all to each after a troops of the frequency 501 SE Hawthorns Blvd Ste 301 5 cm the stry indicate contact or transposition any furnitied than or PUTTIBING OF YEAR OF YEAR OF YEAR SON OF YOUR OF THE PROPERTY. ACTOR DESCRIPTION OF PROPERTY OF

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3-INSURANCE, LIENS, AND UPKEEP. SERVE LANGE LAD TOTAGE

3.11 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:

STATE FARM INS

2580 Batson St

Klamath Falls OR 97603

The policy amount will be enough to pay the entire amount owing on the debt secured by this Dead of Trust or the insurable value of the Property, whichever is less, despite any co-insurance or similar provision in the colicy. 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): 1709

ly grant, bargain, self and convey to Trustee, in trust, with power of sale; the

nitetia (Carrell State 1) or the same a lien on the same a lien on the County, State of Oragon, 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 HT TAIR JAIDIES O

3.4 If I do not do any of these things, you may do them and add the cost \cup imesto the Note of Credit Agreement as applicable. I will pay the cost of a your doing these whenever you ask, with interest at the fixed or ficating at 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

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 pert 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 be a control of the Property. 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 pravious sales or transfers.

6 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:

of Trust when it is due;

et Fremont Cinamere by

6.2 If I commit fraud or make any material misrepresentation in connection with my loan application, the Note of 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 y the truth about my financial situation, about the Property that is

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

all all or any part of the Property, or an Interest in the Property, is aty sold or transferred; to beed sitt usun to cond sitt vibral transferred; to beed sitt usun to cond sitt vibral transferred;

b. If I fail to maintain required insurance on the Property; (1 sint report

c. If I commit waste on the Property or otherwise destructively use or fall to maintain the Froperty in attraction or both, as applicable, in attraction and interest or both, as

d. If I dile; the state of the

Property; f. If I do not keep the Property free of deeds of trust, mortgages and liens, other than this Dead 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 fall 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

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 emounts 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.

7.8 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

& 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 dilly Property or any adjacent property prior to my ownership, possession or

8.2.) 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 sudit. You shall not be required to remody any such injury or compensate me therefor. I shall cooperate in all respects in the performance of the therefor I shall cooperate in all respects in the performance of the control of the surface of t t at the time you arrange to have the audit performed or if the audit reveals a default pertaining to hazardous substances. If I refula to permit you or your representatives to conduct an environmental author 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 subject to this Deed of Trust, or about my use of the money I obtained to claims, demands, liabilities, lawsuits and other proceedings, damages, from you through the Note or line of credit; more to also a process, 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 countries, you may, at your option, convey the Property to me. I covenset and agree that I shall accept delivery of any instrument of conveyence and resume ownership of the Property in the event you accross your option hereunder to convey the Property to me. You, at your sale 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 In strument and the conveyance.



DEED OF TRUST LINE OF CREDIT INSTRUMENT

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 ressonable fee for

preparation and execution of the reconveyance instrument and I will record

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

the reconveyance at my expense.

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.

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

Date

The undersigned is the holder of the Note or Credit Agreement or both, as applicable, secured by this Deed of Trust. The entire obligation evidenced by the Note or Credit Agreement or both, as applicable, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel the Note or Credit Agreement or both, as applicable, and this Deed of Trust, which are delivered herewith, and to reconvey, without warranty, all the estate now held by you under the Deed of Trust to the person or persons legally entitled thereto.

Signature:

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