### 94POSE MERCYD

# LINE OF CREDIT INSTRUMEN

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Z. YOUR RIGHTS AFTEN DEFAULT, After a catabit, you will have the colowing rights and may use any one, or any combination of them, at any

William F Hill III Grantor(s): Tori D Hill

> payable all at once without notic William F Hill [1]

Borrower(s): To r. i.i. Do H. i.i. I degree in anotative if year of tooldes s.v. or allow a sale of the Property under a juricial torestosure. sain of the Price Price of the Control of the Very States was recorded to the control of the Create of the Control of the Create of the Control of the Create of the Creat Beneficiary/(Lender): Bank of Oregon.

Trustee: National Mashington protection by ET

7.4 You may have any rents from the Property oc rected and pay the arrount received, ever and curive contains collection and piral halful expanses on the debt secured by this Doed on Trust.

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 following property; if ax Account Number 22/41/12-300 in ed live 12.7. , located in KLAMATH more particularly described as follows: with the bed well as the least of the particularly described as follows: with the particular no SEE ATTACHED EXHIBITINA VIVE TO INTEREST OF SEE

re you may use any otter rights you have under the low, to bed of rust, or after discoments, including and not produce to any Note of

or as described on Exhibit A, which is attached hereto and by this reference incorporated herein, and all buildings and other improvements and fixtures now or later located on the Property (all referred to in this Deed of Trustias "the Property"). Falso hereby assign to Lender any existing and future leases and rents from the Property as additional security for the debt described below: ('agree' that I will be legally bound by all the terms' stated in this Deed A LEXCAST AS provided by Cit Cosed to you in writing it represent to various or some of the open of the cost of th

2 DEBT SECURED. This Deed of Trust secures the following a basubara possess control secures to suppose the following a basic secure of suppose the sup

Date: Fabruary 10, 1994 SEEN CHA 2011 JOHASUEN E

3.1.1 will be driftle Property insuradby companies acceptable for you with ni bolacol se zona Maupin Roll booti senasini tisht cas silt odress: 20100 Maupin Roll Swell Ma'l In OR 97632 to the outchest water as a second

- 20100-Maupin Rd CHE STATELIA Address:

Malin OR-97632-

of the color 501 SE Hewthorne Biva Ste 301 (2000 pm) natingle to \*Portland OR 197208 of at System of Attacked Address: PO Box 3347

Portland Or 97208 Charles to the Day Viscon

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woods out although the father to head and show helses (Borrower).

that notations ains to or as well as the following obligations, if any

a. The payment of the principal, interest, credit report fees, late charges, attorneys! fees (including any on appeal or review), collection. , signed by the rest to invince Si Paratalana, ni asila, a

vand payable to Lender, on which the lest payment is due wis a go (collectively Note) you to assaur our stribuses blood (thousand so ento of ender the Property or any other property. Layrer to crowice written halfer to you immediately when I become aware that the

ting all or any part of the elecenty, or antinterest in the Preperty, is sold or Transferred, whether or her you are read your rights on any previous of blocking amopped (1990) (subsequent inscalls and specific and any extensions and renewals of any length. The words TLINE OF CREDIT INSTRUMENT do not apply to this Deed of Trust if this paragraph 2a is and any extensions and renewals of any length. The words TLINE OF CREDIT INSTRUMENT do not apply to this Deed of Trust if this paragraph 2a is subsequently and renewals of any length. The words TLINE OF CREDIT INSTRUMENT do not apply to this Deed of Trust if this paragraph 2a is subsequently as the content of the Credit of the C

8.3 you and your ropresentall valimity enter the Property at any ti

the payment of all amounts that are payable to Lender at any time under a Equity Credit in Agreement as section of the

indated) to conFebruary >= 10; >= 1994 >= and any orders or camendments thereto (Credit Agreement), signed by

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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

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more loans from Lender on one or more occasions. The maximum principal amount to be advanced and outstanding at any one time pursuant to the

or il the suct reyeals === ne toubness of seviral needed to see the 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, followed by a repayment period during which Borrower must repay all amounts owing to Lender under the terms of the Credit Agreement. The length of the repayment period and the maturity date will depend on the amounts owed at the under the terms of the Credit Agreement. The length of the repayment period and the repayment period, but it will end no later than the maturity date of February 10, 2019 second on roods drunt out beginning of the repayment period, but it will end no later than the maturity date of February 10, 2019 second on roods drunt out of beginning of the repayment period by the repayment period the repayment period by

This Deed of Trust secures the performance 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 fees, 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 tatradicus substances contained in this Deed of Trus Algeed on, any

decument expended by the in equaction with the debt secured all are supported the respects, or an interest in the Property, is X c. This Deed of Trust also secures the payment of all other sums, with interest thereon, advanced under this Deed of Trust to protect the Security of this Deed of Trust, and the performance of any covenants and agreements under this Leed of Trust. This Deed of Trust also secures the The main since of the

The Interest rate, payment terms and balance due under the Note or Credit Agreement or both, as applicable, may be indexed, adjusted, renewed 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 gropoth, as applicable, entropicable and you is liens you in all the content of the property of general and the content of general and genera

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# LINE OF CREDIT INSTRUMENT

#### 3. INSURANCE, LIENS, AND UPKEEP. DOEL OF WIRE LEET

3.1 I will keep the ?roperty 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:

ALLSTATE INS

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): 11199

NONE

- 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.
- to the Note or Credit Agreement as applicable, I will pay the cost of a pone of a suity dipa usered be testite and other and resemble and your doing these whenever you ask, with interest at the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the part sufficient and interest at the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the part sufficient and the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the part sufficient and the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the part sufficient and the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the part sufficient and the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the part sufficient and the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the part sufficient and the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the part sufficient and the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the part sufficient and the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the part sufficient and the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the part sufficient and the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the fixed or floating at 8. HAZARDOUS SUBSTANCES, notes the fixed or floating at 8. HAZARDOUS Frate charged under the Note of Credit Agreement, whichever is higher stad beninsent dath on the Provinces Islands and William I represent and Even if you do these things, my failure to do them will be a default. 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.
- 81.65 recognising early 11 18 of 12 and 15 of 15 and 16 of 15 and 16 of 15 and 16 of 15 and 16 of 16 and 16 of 16 and 16 of 16 and 16 of 1 be necessary to perfect and preserve this Deed of Trust and I will pay all 6. DEFAULT. It will be a default: Open ("Income of 18590") of each streampti
- 6.111 you do not receive any payment on the debt secured by this Deed For Trust when it is due; Yes as productions has been expended of troubless
- 6.2 If I commit fraud or make any material misrepresentation in refuse to permit you or your representatives to conduct an connection with my loan application, the Note or Credit Agreement, this by mentionmental audit on the Property, you may specifically enforce Doed of Trust, or any aspect of my line of credit. For example, it will be mysoperformance of this provision, said to educe or an adefault if I give you a false financial statement, or If I do not tell you a default if I give you a false financial statement, or it I do not tell you promises on this provision. Sale to each to amount of the property that I is a subject to this Deed of Trust, or about my use of the money I obtained claims, demands, liabilities, lawsuits and other proceedings, damages, subject to this Deed of Trust, or about my use of the money I obtained claims, demands, liabilities, lawsuits and other proceedings, damages, 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 of 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
  - c. If I commit waste on the Property or otherwise destructively use or fall to maintain the Property;
  - d. If J die: e. If I fall to pay taxes or any debts that might become a lien on the
  - f. If I do not keep the Property free of deeds of trust, mortgages and Tiens, other than this Deed of Trust and other Permitted Liens I have already told you about: 280 8200028 803 200928 811 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; of
  - 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 ms i i i i i i

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- 7.1: You may declare the entire secured debt immediately due and payable all at once without notice. 11111 3 meliliw
- 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. GHANT OF BEED OF TRUST, By Figured below as Greater
- 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
- 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, 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. üheckedi ünlocs parvotach zib ic niso checi
- 8.3 You and your representatives may enter the Property at any time for recording fees and other fees and costs involved over 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
  - losses, liens, penalties, tines, 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 (1) 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 belf. I fall, to maintain required insurance on the Property: at namenage that property of any hazardous substance that occurs as a direct or indirect 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. diffilia senio
    - 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.



#### 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 radicactive 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.

William F Hill [1]

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

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

Grantor

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON

Grantor

County of Klammath

Personally appeared the above named William F Hill III and Tori D Hill

voluntary act.

Before me:

OFFICIAL SEAL

JOYE R. FORRESTER

NOTARY PUBLIC - OREGON
COMMISSION NO. 009789
MY COMMISSION EXPIRES SEPT. 24, 1995

Notary Public for Oregon

My commission expires: 5=pt. 24, 1995

#### REQUEST FOR RECONVEYANCE

TO TRUSTEE:

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.

Date: Signature:

## EXHIBIT "A"

A parcel of land located in approximately the Southeast corner of the Sw 1/4 NW 1/4 of Section 3, Township 41 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Commencing at the center of the intersection of the Malin Loop Commencing at the center of the intersection of the Malin Loop Road and the Malin Dump Road, and extending thence North along the North bank of "Malin Dump Road 150 feet, more or less, heginning, extending thence North along the Canal", the true point of the North along the Center line of said beginning, extending thence North along the center line of said Deginning, extending thence North along the center line of said Malin Dump road, which is also the East line of said SW 1/4 NW 1/4, a distance of 290 feet; thence West at right angles a said SW 1/4 NW 1/4 175 feet, more or less, to the East line of said Malin High Line Canal: thence Easterly along the North bank of said Malin High Line Canal; thence Easterly along the North bank of said Canal to the true point of beginning. CODE 16 MAP 4112-300 TL 800

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FEE \$25.00		Evelyn B	M., and duly recorded in vige 4886  iehn County Clerk	/ol. <u>M94</u> day
		By Q	County Clerk	dere:

WITHDRAWN

MTC

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