



ON 25-04-09 02:00:00

DEED OF TRUST LINE OF CREDIT INSTRUMENT

GARY RAYNOR ZIEG AND
JANE ALICE ZIEG, TRUSTEES OF THE GARY
AND JANE ZIEG FAMILY TRUST

Date: March 15, 1994

GARY RAYNOR ZIEG AND
JANE ALICE ZIEG, Lender

Address: PO Box 131

Mailin OR 97832

Address: PO Box 131

Mailin OR 97832

Address: PO Box 3176

Portland OR 97208-3176

Address: PO Box 3176

Portland, Or 97208

U.S. Bank of Washington
National Association

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: Tax Account Number: R41201568333333333333 located in Clatsop County, State of Oregon, more particularly described as follows:

LOT 4 and 5 of Block 4, CLATSOP COUNTY, OREGON.

and the interest therein, together with all buildings and other improvements and fixtures now or later located on the Property (all referred to in this Deed 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 agree that I will be legally bound by all the terms stated in this Deed of Trust.

DEBT SECURED: This Deed of Trust secures the following:

The payment of the principal, interest, credit report fees, late charges, attorneys' fees (including any on appeal or review), collection costs and any and all other amounts owing under a note with an original principal amount of \$21,210.00, dated March 15, 1994, and signed by Gary Raynor Zieg and Jane Alice Zieg.

and payable to Lender, on which the last payment is due March 15, 1999, and which is secured by this Deed of Trust, as well as the following obligations: If any

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52-E6530 OR 6/92

COPY 1 and 2-Bank COPY 3-Consumer

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DEED OF TRUST LINE OF CREDIT INSTRUMENT

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:

OREGON MUTUAL INS. CO.

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 coinsurance or similar provision in the policy. The insurance policies will have your standard loss payable endorsement and you have a mortgage lien on the Property, except the following Permitted Lien(s):

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.

3.4 If I do not do any of these things, you may do them and add the cost of doing them to the Note or Credit Agreement as applicable. I will pay the cost of doing these things 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.

4.0 **ON SALE** I agree that you may, at your option, declare and pay 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

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

6.2 I will 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: of title to base site remain become you, removal removal new and

a. I fail to maintain required insurance on the Property;

b. I fail to maintain the Property;

c. I fail to pay taxes or any debts that might become a lien on the Property;

d. I fail to keep the Property free of trust deeds, mortgages and liens, other than this Deed of Trust and other Permitted Liens I have already told you about;

e. I become insolvent or bankrupt;

f. If any person forecloses or declares a foreclosure on the Property under any land sale contract, or forecloses any Permitted Lien or other lien on the Property; or

g. 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, subject 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.

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 by 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 a release of any hazardous substance has occurred or is about to occur.

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 for it. 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 any 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.

Gary Raynor Zieg
Grantor Gary Raynor Zieg Trustee

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.

Jane Alice Zieg
Grantor Jane Alice Zieg Trustee

Grantor

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON

) ss.

3-15-94

Date

County of *Klamath*

Personally appeared the above named Gary Raynor Zieg and Jane Alice Zieg
and acknowledged the foregoing Deed of Trust to be voluntary act.



Before me:

Notary Public for Oregon

My commission expires: 11-3-96

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 a Deed of Trust to the person or persons legally entitled thereto.

Date:

Signature:

DIRECTION TO TRUSTEE - DEED OF TRUST



Gary Raynor Zieg and
Jane Alice Zieg

Trustees of the Gary and Jane Zieg Family Trust

agreement dated January 8, 1991

Gary Raynor Zieg and Jane Alice Zieg

is Trustee, pursuant to the power retained by the Trustor to revoke or amend the Trust in whole or in part and to give direction to the Trustee, hereby directs the Trustee to execute on behalf of the Trust a Deed of Trust ("Deed of Trust"), in favor of United States National Bank of Oregon ("Bank"), to secure a loan by the Bank of \$25,000.00

to Gary R. Zieg and Jane A. Zieg.

Trustor directs such action for himself, herself, his/her heirs, personal representatives and assigns and on behalf of all beneficiaries of the Trust who share in the Trust as equally as possible, and is not to be construed as a non-exercise of his/her power of revocation.

If for any reason the Deed of Trust, when executed, is not enforceable against the Trust, this Direction shall constitute a note pro tanto as of the date hereof, as withdrawal by Trustor of the real property described in this Deed of Trust and the agreement by Trustor to be bound on the Trust Deed to the same extent that Trustor would be bound if he/she had signed the Deed of Trust as an individual and fee simple owner of the real property described therein. Trustor further directs that a copy of this Direction, with all attachments, be made an exhibit to and incorporated into the Deed of Trust.

DATED this 15 day of March, 1994

Signature of Gary Raynor Zieg
Signature of Jane Alice Zieg

STATE OF OREGON

County of Clatsop

Signed or attested before me on this 15 day of March, 1994, by

Before me:

Signature of Teresa M. Miles
11-3-94

OFFICIAL SEAL
TERESA M. MILES
NOTARY PUBLIC - OREGON
COMMISSION NO. 019654
MY COMMISSION EXPIRES NOV. 3, 1996

CONSENT OF BENEFICIARY OF TRUST

For myself and my issue, I hereby consent to the execution of the Deed of Trust by the Trustee of the Gary and Jane Zieg Family Trust as described above.

Signature of Gary Raynor Zieg
Signature of Jane Alice Zieg

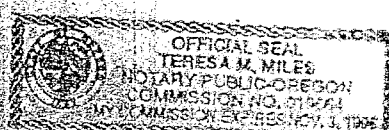
STATE OF OREGON

County of Clatsop

Signed or attested before me on this 15 day of March, 1994, by Gary and Jane Zieg

Before me:

Signature of Teresa M. Miles
11-3-94



STATE OF OREGON,
County of Clatsop

Filed for record at request of:

U.S. National Bank

on this 25th day of March, A.D., 1994

at 9:02 o'clock A.M. and duly recorded

in Vol. 2494 of Mortgages, Page 3828

by Evelyn Riehm, County Clerk

By Elizabeth M. Miles, Deputy

Fee: \$25.00



THIS DEED OF TRUST, when recorded, shall be used and shall include the following: