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THIS TRUST DEED TE DATED APARTMENT IN LABTEIN TO TO THE PROPERTY AND AMONG AMOS H. DOLLARD AND GAYLESAT ADAMS, NOT AS TENANTS IN COMMON, BUT WITHHOSE address is

(pricing to below as "Grantor");

Crean thing, whose address a 727 Shasis 1912 klamade Raus, Oregon (referred 10, below melinics) as Beneficiary. 2014 MODITALN TRILLE CO. whose address whose address the referred of the result of the result

This this Development he Adjustable Rais North see Promisery Note the "Agricular" dated April 1, 1994.
The recorded the Agricular Communication of the Agricular Section of CONVENENTE AND GEORES TO THE POOR IS IN PLYON OF THE PARTY OF THE PARTY HER AND THE PARTY OF THE

For valuable consideration, Cipito 100 2000 8 to Trace The life benefit of Lender as Beneficiary all of Granton right, or valuable consideration. Grantor conveys to trustee for the benefit of Lender as Beneficiary all of Granton right, the mid-interest in and to the following-described real property, so rether with all existing or successive energy elected or interest in any provenients and fixtures; all easements rights of very as it appurtenances; all water, water rights and advectional enginestock in rightless with either our programment of the rights, royalties, and profits relating to the real property, including without inputation all protected, as a such entail, and similar matters, located, in the first state of County Spire of Congon (the first stropperty).

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DEFINITIONS, as were those the news expectably the Real Francis and the Property Logicies.

The following words shall have the following meanings where used in this Trust Deed:

(the following words shall have the following meanings where used in this Trust Deed:

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Granton The Word "Granton" means any and all persons and entities executing this Trust Deed.

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- off senting a localization of the property of by Circulic Union in according to with the Agreement. Notwithstanding the amount ourstanding y particular fluid, this Trust Deed secures the total indebjectaess under the Agreement. The pursuid balance of
- aline obviedit moderines greenicht will auguste immilitoree and affact potwitestanding a zero outstanding barance consting singuistion; times to hipper Any principatently suggested the diagnostic and it that exceeds the amount above above as the principal amount of the Agreement will not be secured by this Trust Deed. The term of the Agreement is thirty (20) Hears 14 (2004) of the Agreement is thirty (20) Hears 14 (2004) of the Agreement is
- Lender-This word "Lender" means Highland Community Rederal Credit Union, its successors of easigns.

 Lender-This word "Lender" means Highland Community Rederal Credit Union, its successors of easigns.

 Personal Property. The words "Personal Property" means all equipment, fixtures, and other articles of personal property dwich by Granton how or, hereafter attached on will kell 18 the Real Property, together with all excessions, party and additions to will deplace the succession of the rederation of the rederatio and additions to, an applicaments of single succeeds and refinds all premiums) from any sale or other disposition of the Property.
- her Property. The word Property" means collectively the Real Property and the Personal Property.
- Grange strong to the world Real Property mean pilot to the control of the described above in the "Conveyence in the strong stron
- j. Related Documents. The words "Related Documents" in can and include without limitation all loan agreements, guarantles, Security agreements, mortgages, deeds of trust and all other documents, whether now or hereafter existing, executed in connection with Grantons indebicultess in lends party of 198, 1 and 196, 1 and (200X) DE
- tre Kents. The word Rents means all fents revenues means and profits from the Property linanced model

THIS TRUST DEED, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE OF PAYMENT OF THE INDEBTEONESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE AGREEMENT AND THIS TRUST DEED, SHISTRUST DEVICES GIVEN AND ACCEPTED ON THE FOLLOWING TERMS.

- PAYMENT AND PERFORMANCE.
- PAYMENT AND BERFORMANCE:

 Granton shalling an indicate the restriction of the state of the restriction of
- Grantor agrees that its possession and use of the Property shall be governed by the following provisions:
- Possession and Use. Onless and until Lender takes any action under paragraph 17, Grantor may (a) remain in possession The resulting control of the Property, and (b) operate and manage the Property The following provisions relate to the use two the Property or to other implications the Property of the Proper
- LOUIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT COURSED AND REGULATION OF APPLIC ABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNERG OR CHECK WITH THE APPROPERTY SHOULD CHECK WITH THE APPROPERTY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED.
- HOUSES: DOPENIO VAD GEAFF V. VIVIAN EDI VE LEAVALE IN COMMON AL TARBAN EQUALITATION OF ACCURATE TO THE PROPERTY OF MAINTAIN, GRANIOL Shall make tun the Property in the antible condition and promptly perform all repositived.
 - Hazardous Substances, Grantor represents and varries that the Property never will be so long as this Trust Deed remains allen on the Property, used for the seneration, plantfacture storage, treatment, disposal, release or threatened release of any hazardous substances, as those terms are defined in the Comprehensive Environmental Response, Compensation at 1 Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthonization Act ("SARA"), applicable state laws, or regulations adopted pursuant to any of the foregoing. Grantor authorizes Lender and its agents to enter upon the Real Property to make such inspections and test as Lender may deem appropriate to determine compliance of the Property with this paragraph. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grintor or to any other person. Grantor agrees to indemsify and hold Leader charmless against any and all claims and losses resulting from a breach of this paragraph of the Trust Deed. This obligation to indemnify shall survive the payment of Indebtodness and the satisfaction of this Trust Deed.
- a. Nulsance, Waste Grantor shall not cause, conduct or permit any misance nor commit or suffer any strip or waste quiton or to the Property of any portion thereof. Specifically without limitation, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without its shidestion written consent of Lender. erug graha prior witten consant of Lender
- e. Lender's Right to Enter Lender and its agents and representatives may enter upon the Real Property at all reasonable Lines to attend to Lender's interest and to maspect the Property for purposes of Granter's compliance with the terms
- II > 3 Compliance with Governmental Requirements: Grantor shall promptly comply with all laws, ordinances, and regulations of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith HECONY SUBMINISTRATION TO SEE TO SEE SUBTION AND AND SEE SUBTION OF SUBMINISTRATION OF SU estates such assessment and the property of th
- Character and use of the Property are reasonably necessary to protect and preserve the Property of English 223

The line of the second property of the property of the second proper Grantor shall and manage Lender and hold render than less to many and all character habilities as ising out of or in connection annethers common districted and some property of the second state of the second state of the second second

- DUBLONSSILVE GONSENT BY LENDER PRINCES THE SALES LINE TWEET
- Cocation shall/non search Junistic Distinguished Lead Property or any interest or party thereof, without the Lender's certantor shall not select transfer negatives and the Length or any interest or party thereof, without the Length prior written consent. A sale, assignment, or transfer means the conveyance of real property or any right, title or interest therefor their legal or equitable, whether voluntary or my ormatary, whether by outright sale, deed, installment sale contract, and conflict conflict for 1685d, feast option contract, or by sale, assignment, or transfer of any beaencial interest is to any fall this follow their Property or by any other method of collections of real property interest. Transfer also includes any change in inviterable of more than titly percent (50%) of the interest of Granton House, this option shall not be exercised by Lender it exercise is problemed by federal law or by Oregon law.
- also includes any change in covaciship of more than fully percean (AUW) of the interests of Grantor. However, unstopion shall not be exercised by Londer if exercise is prohibited by federal lays or by Oregon law.

 LEASES—CONSENT RECOTREDICATION OF SUPPLIES AND SUPPLIES OF SUPPLIES AND SUPPL For Equiverous secured by this exist need, Grantor may record successes respectly, respect, Grantor stant not trace or subject the Property professional tenders prior written equival, which shall not be withheld successonably. Leader thall have not more than the transfer thall be dressed approved unless rejected within such than (10) day period for the control of certain specific and the transfer thall be dressed approved unless rejected within such than (10) day period for the certain specific and the transfer thall be dressed approved that the control of the control o or subjet the Property, Grantor represents and agrees that the Property will remain ewner-occupied.
- TAXES AND LIENS TO BE DECISION OF FEBRUARY FOR SECURITIES AND ASSESSMENT OF SECURITIES AND ADDRESS OF SECURITIES AND ADDRE The following provisions relating to the taxes and liens on the Property are a part of this Trust Deed.

 2. Payment Grantor shall pay when due before they become delinquent all taxes, special taxes, assessment, charges security in County to the security in the County community of
- SEC (including water and sewer) values and impostments legical against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Trus Deed, except for the lien of faxes and assessment current but not yet they except as otherwise provided in this Trus Deed, except for the lien of faxes and assessment current but not yet they except as otherwise provided in this Trus Deed, If faxes and the global faunt for the validity of amount of any fax, assessment, or related lies, Granks at its axis supported in the validity and amount of the like first suitent, or the control of the validity and amount of the like first suitent, or the control of the validity and amount of the like first suitent, or the control of the validity and amount of the like first suitent, or the control of the validity and amount of the like first suitent, or the control of the validity and amount of the like first suitent, or the control of the like validity and amount of the like first suitent.
- Evidence of Vayment. Ofantor shall upon demand furnish to Lender evidence of payment of the faxes or assessments b. Dydenee of Payment: Orantor shall upon nemand furnished Lender evidence of payment of the taxes of axecuments had shall sufficied the appropriate governmental points of the foreign at large at any time a written statement of the make suit assessment as appropriate any time a written statement of the make suit as appropriate suit as a written statement of the make suit as a specific suit as a specific suit as a written statement of the make suit as a specific suit as a specific suit as a written statement of the make suit as a specific s

The following provisions relating to insuring the Property and a pape of this Trust Deed.

- 33 an in Meintenance of Husuran St. Granton simil-procture and majorato policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in all distinct the the total surpaid bakistic on the Agreement; and with a standard mortgage clause in favor of Lender Policies shan be written in form, amounts coveringe and basis reasonably acceptable to Lender and issilled by a company of companies reasonably acceptable to Lender and issilled by a company of companies reasonably acceptable to Lender of Islands Grantor, upon request of Lender, will deliver to Lender for this in the policies of sertificates of insurance in form satisfactory to Lender, including supulations that coverings will not be cantaged or dimmissible valued in least ten (10) days prior written notice to Lender.
- Application of Proceeds. In the event that the Improvements are damaged or destroyed by casualty, Grantor shall promptly restore the improvement and Dender shall wake the insurance proceeds available to Grantor for restoration. promptly restore the improvements and Lender saals take the instrumed proceeds available to Grantor for restoration, subjection the following conditions: (a) Lender shall have recognishly determined that the Improvements can be restored to as good or better condition; as the improvements were it immediately prior to the casualty on account of which such proceeds were chald; (b) Lender shall have determined that such proceeds, together with any funds paid by Grantor to Leader, shall be sufficient to complete the restoration. (c) No default and no event of failure which, with passage of time or the giving of notice, would constitute a default under this Trust Deed shall have occurred.
- (d) 4 the time of such casualty, there are at least two (2) years to the maturity date of the Note; (e) Lender shall have approved the plans and specifications to be used in connection with the restoration, which approval shall not be unreasonably withheld, and shall have received written evidence, satisfactory to Lender, that such plans and specifications have been approved by all governments; and quasi-governmental authorities having jurisdiction and by all other persons or entities required to approve such plans and specifications, (1) Leader may require that the funds be disbursed by it or by whisbursement agent appointed by it in a manner small with that unliked for the disbursement of funds under a construction libary meluding without limitation, requirement of cartificates of architect as to percentage of completion and the number of appropriate mechanics and materials news. Lie turnishing of appropriate
- completion and the rithisting of appropriate mechanics and materials filed waters, are turnisting of appropriate Bonds and other lifeths as reasonably required by Earder Nettprecedular stream of the amount necessary to complete the restoration shall, at the options of Hendsir be applied to the option in the debtedness as a prepayment thereof. The options of the property of the pr One proper insurance as Subservery successful many mustors on officers lightly dependent the provisions of this Trust Deed, the Rubberg Construction of the State of the provisions of this Trust Deed, and the provisions of the provisions of this Trust Deed, and the provisions of this Trust Deed, and the provisions of the provisions of this Trust Deed, and the provisions of the provi
- d. CranticisaReport antinsurancerDomacquesport ender, however no more than once a year, Grantor shall furnish to Lender's report on each existing policy of insurance showing. (a) the same of the insurer; (b) the risks insured the chiral replacement value of such property, and the manner of determining that called and (c), the expiration date of the policy.

 1. THE VIEW OF THE PROPERTY OF THE PRO

EXPENDITINES BY LENDER

FOR OUR PROSPERSE SECTION OF SCHOOL ROSE OF THE SECTION OF SECTI If Gimitifialls is comply with any prousion of this whist Decembric in 1920, and reduced is continensed that would nullenally affect nenders interest outlike Ploterty. Beinter of Centure Schalland, out shall not be required to pay all such expenses including but not innited to taxes, insurance and maintenance costs, and at Lender's option, will (a) be sitch expenses incuring our not image to taxes, incurrent and similar payable in accordance with the Agreement

beautiful or the provided of t shall not be construed as curing the default so as in bar kender from any largedy that it objective would have had.

11. WARRANTY DEFENSE OF TITLE. BUT 16, posezbirgiou sess of ip; Lors.

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The following provisions relating 40 swiets in the more plantic of the unine of the manage in the start in face in face in face in the start of the s free and clear of all liens and escumbrances other than those set forth in any policy of title insurance issued in favorable and clear of all liens and escumbrances other than those set forth in any policy of title insurance issued in favorable and clear of all liens and escumbrances other than those set forth in any policy of title insurance issued in favorable and clear of all liens and escumbrances other by Lender in connection with this Trust Deed and (b) Granter by the bullet of the connection of the conne

of or in any title opinion given to rank a septed by Lender in connection with this Trust Deed and (b) Grantor has the full right; power, and and any of execute and deliver this Trust Deed the Lender of the land of the lan HART JUESBOAR CHOURTS HIS OF ME MINISTER PRINTER OF REACES UNDER THIS TRUST Deed, Grantor shall defend the identifier in second or manage and control of the children of participate in the proceeding and the children of the proceeding and the

Application of the Preceded I allocally necessary to satisfy Crantors on the Allocalle and Appendic of this Trust of the award slight necessary to satisfy Crantors on the Allocalle and the Allocalle and attorney of the award slight necessary to satisfy Crantors on the Allocalle and the Appendic and attorney of the award slight necessary to satisfy Crantors on the Appendic and attorney of the award slight near the twint after payment of all reasonable costs, expenses, and attorney to the first of the award slight near the twint and the award slight near the award sli Deed The net proceeds of the award shalf meanine award after payment of any exchange costs, expenses, and attorney first leader in contaction with the contactionation. However, there shall be not obtained of the costs of the contaction and the costs of the costs of

b. Proceedings: If any proceeding in confidentiation is filled, Grantor shall grouply notify Leader in writing and Grantor shall promptly notify Leader in writing and Grantor has be the shall promptly nite sich steps as may be filled shall be admited to be an included and to be represented inclinate party with such proceeding the resident shall be admited to Barresburg in the proceeding the resident shall be admited to Barresburg in the proceeding of resident shall be admited to Barresburg in the proceeding by comblet of ris lown those and the admited of Guine and the delivered, to Lender such this Proceeding by comblet of ris lown those and the tot find to permission the proceeding by comblet of ris lown that the find to permission the proceeding by comblet of ris lown the tot find to permission the state of the residence of the proceeding the residence of the

The following provisions relating to three laters pairs of construct Deed. 1. -- (1.11)

a. HETE residence the realistic constitute taxes to which this section applies: (a) a specific tax upon this type fernist Deed or upon all or any part of the Indebtedness secured by this Trust Deed; (b) a specific tax on Borrower of a rust Deed or upon all or any part of the indeptedness secured by this trust Deed; (b) a specific tax on isomower which here the indeptedness secured by this type of Trust which here were a sufficient to a specific tax on all or viny portion below this type of Trust below the indeptedness are to all or viny portion below the indeptedness of the rust of of the rus

The following provisions relating to this Trust Deed as a securely agreement to the extent any of the Property constitutes to following provisions relating to this Trust Deed.

The following provisions relating to this Trust Deed as a securely agreement to the extent any of the Property constitutes a Security Agreement This instrument shall constitute a security agreement to the extent any of the Property and Lender small have allow the rights of a secured party under the Uniform

Commercial Code:

Of sign tip House Code and the second sign of sign o and its requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition Ref. is requested by Lender to perfect and continue Lender's security interest in the Reals and Personal Property. In addition to recording this Trust Deed in the real property records Lender trusy at any time and without further authorisation in the real property records Lender trusy at any time and without further authorisation in the real property records Lender trust Deed as a financing Statement. Grantor is a robust Grantor, file executed cointerparts; copies or reproductions of this Trust Deed as a financing Statement. Grantor is in the second cointerparts; copies or reproductions of this Trust Deed as a financing Statement. Upon default, Canntor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Canntor shall assemble in the Scholl Property in a manuser and at a place reasonably convenient to Grantor and Lender and his Trust assemble in Scholl Property in a manuser and at a place reasonably convenient to Grantor and Lender and the make it available to 1 lender within three (3) business lays after except of written demand from Leader.

Property in a validable to 1 lender within three (3) business lays after except of written demand from Leader.

Property in a validable to 1 lender within three (3) business lays after except of the first page of the second first s

Thurfollowing torovisions relating it of fairther cassurances are in part of this Arest Deed.

at Heurther Assurances: Armny time; and hometime to time, upon request of Lender, Grantor will make, execute and a little of Lender's designed, and when requested by religious of will cause to be made; executed or sellivered, to a caller or to Dender's designed, and when requested by (11-) Rendent consert of the inless and in such offices in the cite may be; at such times and in such offices Continue or preserve (a) the obligations of Grantor under the Algoritonic dissipations and the selection of Grantor under the Algoritonic dissipations of preserve (a) the obligations of Grantor under the Algoritonic dissipations of preserve (a) the obligations of Grantor under the Algoritonic dissipations of preserve (a) the obligations of Grantor under the Algoritonic dissipations and the Related Documents are preserve (a) the obligations of Grantor under the Algoritonic dissipations displayed and the Related Documents and the Related Document

- ruffic superments of the first fire having a supermental property whether now owned or hereafter and (b) alignical and secunity interests areas at lay this/InstaDeed on the Property whether now owned or hereafter and (b) alignical and secunity in the second of the contract of the feather in withing Grantor shall reimbase acquired by Granton Unless prohibited by law or agreed on the contract of the feather in withing Grantor shall reimbase Tender for allegous and expenses incurrently connection equivalently matters reported no in this paragraph, ky
- Authoricy in ductivity Grantos dails to do ong of the chings welevised to in the preceding parsyraph, Lender may do Anomer and activated functions and an investment of the purposes. Grantor bereby interestly appoints symbols and interest for the purposes of making increasing filling recording, and doing all Lender and Grantor values in the purpose of making increasing delivering filling recording, and doing all otherships; as maybe necessary or desirable this bendere solve opinion, to accomplish the matters referred to in the
- 16. KULDIBERFORMANCE: C. D. P. Miller Shall have sof pines to their recibility from the fact that the contract of the contract preceding paragraph.

If Grantor pays all the undebtedosss; incheling withour limitation all future advances, when due and otherwise performs all the loblications amposed upon Charlos and shall become and deliver of the lobest and section and section of the lobest and section and shall be considered to the local property of the local prop of any imancing statement on a leaving mention executive interesting the Realist and Parsonal Property. Any reconsequence

- - Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes, insurance, or for
 - frontre of Grantor within the time required by this Deed of Brust to make any payment for taxes, insurance, or for my other, navment accessary logiples of ling of or in effect discharge of any lien.

 Dissolution or termination of existence (if Grantor is a corporation), insolventy, business failure, appointment of a proceeding receiver for any part of the properly of assignment for the benefit of ore those by, the commencement of any proceeding receiver for any part of the properly of assignment for the benefit of ore those is obtain dismissal or deny the contents of hider any bankrupted of insolvency laws by or against, or the failure to obtain dismissal or deny the contents of hider any bankrupted of insolvency laws by or against, or the failure to obtain dismissal or deny the contents of the midwillian of entities who are never by Grantor or any of the midwillian of entities who are never believely referred to its "Grantor."
 - Delant Secrent of any prince any prince obligation of incirament securing the school obligation; or commencement of any sit or other action to foreclose any prior field.
 - Things pearly too been submitted to unit ownership pursuant to a Unit Ownership Law or any similar law, Elither Real Property has been submitted to mit deviership pursuant to a Unit Ownership Law or any similar law, failure of Grantor to perform any of the obligations imposed on Grantor by the declaration submitting the Real Property for link ownership, by the bylave of the association of unit owners, or by any rules or regulations there and the life Grantor's interest in the Heal Property is a leasehold inferest and such Property has been submitted to unit if Grantor's interest in the Heal Property is a leasehold inferest and such Property has been submitted to unit by boundaries of Grantor to perform any or the obligations imposed on him by the lease of the Real Property of Spirits of Grantor to perform any or the obligations imposed on him by the lease as it pertains to the important popular, any default import such lease, which might result in rermination of the lease as it pertains to the Real Property or any failure of Grantor and nember of an association of unit owners to take any reasonable action within Grantors power, to previous default ander such lease by the association of unit owners or by any member of the association.
 - CSTOLATED THE TRANSPORT OF THE ANY OTHER ODINGSTON Under this Deed of Trust if
 - (1) Lender has sent to Grantor a written reduce of the failure and the failure has not been cured within 15 days (1) Lender has not been cured within 15 days. Grantor has not commenced curative action or test the indicate purpose such curative action or its pot diligently plusmos such curative actions or the large diligently plusmos such curative actions of the large diligently plusmos such curative action of the large diligently plusmos such curative action of the large diligently plusmos such curative action of the large dilig (2) Grantor has been given no see of a treach of the same provision(s) of this Deed of This within the preceding

 - If the interest of Grantor in the Property is a leasehold interest, any default by Grantor under the terms of the lease, by any other Event (whether or not the fault of Grantor) that results in the termination of Grantor's leasehold rights by any other Event (whether or not the fault of Grantor) that results in the termination of Grantor's leasehold rights by other Event Shall not constitute a default hereimder it Grantor provides Lender with prior written stotce. reasonably satisfactory to Lender, setting forth Grantor's Intent to place the Personal Property at another location, stelling the Location, and evidencing Grantor's right to do satisfactors and evidencing Grantor's right to do satisfactors.
 - Any breach of Grantor uniter the lorms of any other horeemed took were Grantor and Lender that is not remedied within any strace period provided therein including without limitation may refrence concerning any indebtedness of Granton to Leader, whether made now or later
 - 18 PIGHTS, AND REMEDIES ON DEFAULT, as how of due as named interpretation for how the state of t
 - Upon the occurrence of any event of default and at any time hereafted, frustee or Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies proved by law:
 - (1) Lengershall have the well at its option without notice to Grantor to declare the entire Indebtedness immediately (1) Lenger shall have more than the state of the state of
 - (2) With respect to all or any part of the Real Property, the Truston shall have the right to foreclose by notice and said and the night bave the right to fell of a said and the night that the right to fell of the said and the night that the right to fell of the said and the night that the right to foreclose by notice and right that the right to foreclose by notice and right that the right to foreclose by notice and right that the right to foreclose by notice and right that the right to foreclose by notice and right that the right to foreclose by notice and right that the right to find the right that the right tha
 - (2) With sespects to all to may have be the personal Property Lender shall have all the fights and remedies of a section of the fight of the Lender is located.

 (3) With sespects to all to may have been able to be a section of the state of the lender is located. The fight which the Lender is located. The control page as a section of the lender is located. The lender is located to the lender is located. The lender is located to the lender is located. The lender is located to the lender is located.
 - (4) Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Income, Lender shall have the tight, vilnost notice in extanto, to the possessing of the release the desix, against the including abloquits passed and mapaid, and apply the net proceeds, over and above Lender's exist, against the including abloquits passed in the passed of the passed in the passed of th and to negotiate the same and collect the process. Payments by toughte or other users to Lender in Tenton

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Londer shall have the right to have a receiver appointed to like possession of any or all of the Property, with the bower to protect and proserve me property, to operate the proceeding foreclosize or sale, and to confide morning the property has proceeding to be bored in the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender's shall not discipantly a person from serving as a receiver.

All the lands of the receiver may serve without bond if permitted by law. Lender's right to the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender's shall not discipantly a person from serving as a receiver.

If Grantor remains in possession of the Property after the Property is sold as provided above or Lander otherwise flecomes cultiled to possession of the Property upon default-of Genetic Grands shall become a tenant at will of Leogies of the publisheses of the Property and silait passession is besteven in customide realist for use of this

n aFROTETY pa imposing trapes such temestry in reputer to such ourse using a same questing on the such that may "

" () If the Real Property is submitted Bland ownership, the obligation has yold on any matter that may
we mean come perfore his membership the association of unit owners, butsuant to the power of attorney granted Leader in Section 10 to

(8) particle and Leader shall have pay inget of nameny provided in the Deed of Trust, or the Note (1977) and

- Sale of the property. In Exercising 112 signife and remedies, the Trustee of Leather shall be free to sell all or any part of the Property Accessing on separately, stiggerale for by separate sales. Lender shall be entitled to bid at any public sale, on any portion of the Property are a cause to be sales of the property of the property of the control of the co
- Nonce of Sale Dender shall give Granibl reasonable solice of the time and place of any public sale of the Personal Property is to be the case of the personal Property is to be that examine after which any private sale of other intended disposition of the Personal Property is to be that examine the sale of disposition.
- Waiver Election of Remedies, A waiver by any party of a breach of a provision of this Deed of Trust shall not constitute a waiver of oir prejudice the party's rights otherwise to demand sinct chalphance with that provision or any other provision. Election by Lendor to Jurius any senior, shall not estands pursuit of any other remedy, and an election to make impenditures or take action, perform an obligation of Cranfor, under this Deed of Trust after fallows of Granfor, perform shall not allow the Cranfor performs and an election to make impenditures or take action, perform and other performs and an election to make impenditures or take actions of change and an election to make impenditures or take actions of the performance of

PACTIONS TIPON TERMINATION.

in the event the Avegment is terminated. This the Grunder, so its option, may not earlier than thirty (30) days after Grander has been eyed, written again a following in exercise any copies and real less, in addition to go to the rights, or real elegation and the control of the collection of the col in the

- foreign the state of the state
- . UCC Remedies With respect to all ording parties the Personal Property. Londer shall have all the rights and remedies of a secured party under the Uniform Commercial Code.
- Collect Rents: Lender that have the right without notice to Stantor, to take possession of and manage the property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, seamet the indebtellness, in furtherance of this right, hender thay it tune any tenant or other user of the Property to make payments of teni of use feel directly to Lender. If the Rents are collected by Lender, then Grantor irreversibly designates Ender as Granton's attorney in fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenantally other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds. for the demand existed Lender to average its pichts under this subparagraph either in person, by agent, or through EXECUTED Common supporting things demand in this present in three sections of the house the common section as the
- d. Appoint Receiver, Lender shall have the right to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, the and to collect the Income from the Property and apply the proceeds; over and above cost of the receivership, against the Indebtedness. The receiver may serve without bould if permitted by law Lender's right to the appointment of
- DE parreceiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

 Jet to that the property of the property of the property of the Property after the Property is sold as provided above.

 Jet to Tenancy at Sufferance of Grandou remains in possession of the Property after the Property is sold as provided above.
 - ie jor Lenderodikervise Eccones ientifled to possession of the Property open default of Grantor, Grantor shall of your 135 tenantian sufferance; of Dender of the purchaser, of the Property and shall fait Lender's options, either (a) pay 3 Were asonable regulation use of the Property, or (b) vacate the Property immediately upon the demand of Leader
- facil Other Remedies. Prisatee or Lender shall have any other right or remedy provided in this Trust Deed or the Agreement or by law. brosoque brustines
 - Notice of Sale; Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at less ters (10) that the time of the sale or disposition. Any sale of Personal Property may be made in conjunction with any sale of the Real Property.
 - Sais of the Property. To the extent permitted by applicable law, Grantor hereby waites any and all rights to have the Property marshalled an excepting its points and remedies, the Unistructical and so that be free to sell all or any part of the Property together has separately, in one sales or by separately stated to bid at any public sale on all or any portion of the Property. 9961

ATVER: ELECTION OF REACED

A water by any party of a breach of a provision of this firms Deed shall not constitute a waiver of or prejudice she party? This otherwise to defined strict compliance with that provision or any other provision. Election for prejudice she exclude pursuit of any other remedy, and an election for make expenditures of a take action to provided by Lender to of Grantor under this Hust Deed after failure of Grantor under the exclude pursuit of the Presentant of the expenditures of a take action to provided by Lender to of Grantor under this Hust Deed after failure of Grantor to perform shall not allect Lender's right to declare a default 21. ATTORNEY FEES: EXPENSES.

If Lender institutes any suit or action to entorce any of its rights aider the Thist Deed or the Agreement, Lender shall be entitled for tecces such sum as the court may adjudge reasonable as attorney fees at trial and on any appeal. Whether or not any court actions involved all reasonable expenses incurred by Lender which in Lender's option are necessary payable on demany fluid in the Solid state of the enforcement of the rights shall become a part of the Indebtedness until repaid. Expenses covered spythis paragraph include, without limitation however, subject to any limits under applicable allowed its and in the court of the control of the court of the court

TO PRICHES OF TRUSTEED THAT RESERVED AND SHIPPING TO SECURE 12 PARTY T

- The following provisions relating to the powers and obligations of Trusice are part of this Trust Deed.
- The following provisions relating to the general and confident of the provision of the prov
- Obligations to Notify, Trustee shallenor be obligated to notify any select party of a pending sale under any other
- D. Obligations to Notify, frustee shall not be obligated to notify any sener party of a pending sale under any other trust deed or lies, or of any action or proceeding in which Grantor Lender, or Prostee shall be a party unless the grant trustees that the property of a pending sale under any other trustees. This could be a party unless the grant trustees that the property of the property is a party of the right to the property of the property the Trustee shall have the right to caesordayes with and the right to the property of the prope
 - Successoriffusive. Lendershill ender appulation, from time to time appoint a successor trustee to any trustee appointed Successor, trigure. Lengergath ender applying may from unce to pract appoint a successor trustee to any trustee appointed the property is now located. The instrument shall contain, in addition to all other matters required the property is now located. The instrument shall contain, in addition to all other matters required by state dawyathe names of the original Licinder, Trustee, and Cranton the page where this Trust Deed is Systate sawn no manes of the uniquine sound. The steet and considering the property and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Penider of its successors in interest The Successor Bringle, without conveying of the Property, shall succeed to any requestor restricted the successor requests which the successor requests and the successor of the successor requests and requests and requests requests and requests requests requests and requests reques
- all the firle; powers, and duties conferred upon the firstee an this first these and by applicable law. This procedure for substitution of Thistee shall govern to the exclusion of all solven processes and by applicable law. This procedure has been procedure to the first procedure and the first purposes of the first successes and the proceeds for sale including the lawful fees of the Toylor, and the reasonable fees of Trustee's c. Salesby: Irustees when the Einsteensella prisonant to the powers provided. Trusteenshall apply the proceeds for sale to payment of (1) the expenses of sale, including the lawful fees of the Trusteen and the reasonable fees of Trusteensella altoriacy (2) the obligations secured by this Trust Deed. (3) to all persons having recorded liens subsequent to the interest of the personal lawful fees of the personal lawful fe

Any notice under this Trusts Deeds including without dimitation any notice of default and any notice of sale to Grantor, shale besin twitting and islially be reffective when including elivered copiff male desired and an another when deposited m the foured states mail firsticiase of Registerequivally bostage propriet annexisation decinement of the indicated for the adjustment of the property and proper in the loniteurstates man insticlass or registerentimal, postage propriet, directed to the addresses shown at the top of page one (i) and hyperty-may change its address for notices under this Trust Dead hy-giving formal voition action to the opportunities, specifying that the purpose of the motion is to change the party's address. All espices of notices of foreclosure the top of his first page of this Trust Dead shall be sent to Linder's address, as shown near from the holder of any lies which has priority over this frust these shall be sent to landers assures, as shown usar the topy of the first page of this Thist Deed For notice purposes, Grantor agrees to keep Lenders assures, as shown usar at all times of the following the addressing the ratio the providing agrees to keep Lender and Trustee informed the providing that the providing that the providing the providing that the providing th MISCELLANEOUS PROVISIONS

- SCELLANEOUS PROVISIONS.

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- Amendasents This This Decition of the North and Related Documents coestinates the entire understanding and agreement of this party of the unless given in writing and agreed by the party of parties sought to be charged or bound by the alteration of this Trust Decd shall of this party of this party of parties sought to be charged or bound by the alteration of this party of this party of the party of parties sought to be charged or bound by the alteration of this party of the party of the party of the party of parties and the party of the party of
- commending the process of the property of the property less all cash expenditures made in connection with the operation of the Property

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ensure to make the personal results of the plant and the personal results and the personal results of the present and the personal results of the pers

esta Rative Byreevient The parties agree that the Agreement and Toust Deed are the endre agreement between the parties and sepersede any prior agreements between Borrower and Landor relating to the Property. and supersede any prior agreemen
NINGEL CANEOUS PROPERTIONS

Merger. There shall be no merger of the interest or espate created by this Trist Deed with any other interest or If the first the Property at ally little held by or for the benefit of Lender in any capacity, without written consent of the Echiler Party of the first surfaces that he was the consent of the copies of the first surfaces that the first surfaces the first surface to the first surfaces the first surfaces that the first surfaces the first surfaces the first surfaces that the first surfaces that the first surfaces for Crantor shall an entering the control of the paster of yuvmade orreceated and reliance upon the direcessed exercises of such powers abid the ignaranced, under and secured by this (inist-I)eed

rotices to grantor and other parity

- Severability. If a court of competent jurisdiction finds any provision of this Trust Deed to be invalid or unenforceable. 3246 any person of circumstance, Sect. Inding that not render that for oversion invalid or unenforceable as to any Cilicripersons of circumstances (and all phovisions of the Trust Deed of all vehicle respects shall be main waith a set of the most shall be considered to the constance of the result of the constance of the con
- Deed shall be binding upon and inute to the benefit of the parties, their successors, and assigns. If ownership of the property becomes vested in appearance than Grantor, Legislive Fourth the Grantor in Grantor of the Property becomes vested in appearance than Grantor Legislive Fourth televise to Grantor in a television with our releasing Chamber from allegations of this Tast Deed or Tability used one and chieffield is. In the content of a content of the character of the charact
- fres Courts whose significant is the first of the property of the property of the first of the homestead exemption the property of the homestead exemption is a first of the homestead exemption in the first of the homestead exemption is a first of the homestead exemption in the first of the homestead exemption is a first of the first of the homestead exemption in the first of the

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EXHIBITAL LEGAL DESCRIPTION

All of Lot 2, Block 4, ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, HXCHETING THEREFROM:

The Hast 90 feet of said Lot 2; the South 75 feet of said Lot 2; and the West 102 feet of

All of Lot 1. Block 4; ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM:

The East 90 feet of said Lot 1; and the West 102 feet of said Let.

ATE OF CREGON COUNTY OF TEXMATER

Filed for record at request of Mountain Title Co

of April A.D., 19 94 at 10:07 bclock A.M. and duly recorded in Vol. M94

of Mortgaves On Page 9957

Evelyn Riehn - C Conty Clerk

BY Oxidate Conty Clerk HEE: \$45,00

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