The Real Property or its address is commonly known as secrete second transaction

There is a mobile home on the Real Property, which is covered by this Trust Deed, and which is and shall remain real F. Related Documents. The words "Related Documents" rich and natural articles a bookers.

Grantor presently assigns to Lender (also known as Beneficiary in this Trust Deed) all of Grantor's right, title, and interest in any improvements and to the Rents from the Property. In addition, Grantor grants Lender a Uniform Commercial Code security inferest in the Rents and the Personal Property defined below.

DEFINITIONS is word "Property" means collectively the Re- Property in ...

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

Beneficiary. The word "Beneficiary" means Highland Community Federal Credit Union (Credit Union), its successors or assigns, (also referred to as Tender in this Trust Deed. 17 1800. Leading Luberty Line health Leading Lucional Lucional Control and the control Lucional Lucional Lucional Control and Control and

- Trust Deed. The words "Trust Deed" means this Trust Deed among Grantor, Lender, and Trustee, and include without limitation all assignment and security interest provisions relating to the Personal Property and Reats.
- Girmion The word "Grantor" means any and all persons and entities executing this Trust Deed.

 51 the bring has uncount of the Valcement with not personated to the limitation all existing and future improvements. The world "Improvements" means and includes without limitation all existing and future improvements. fixtures, buildings/structures, mobile homes affixed on the Real Property, facilities, additions and similar construction on the Real Property, this True Deed werses the solal independant
- and appending the sources of the configure in security and the face of the configure and the face of the world indebtedness. The world indebtedness, means all principal and interest payable under the Agreement and any amounts advanced or expended by Lender to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor under this Trust Deed, together with interest on such amounts as provided in this Trust Deed. This Trust Deed secures a line of credit. The term "Line of Credit" means a revolving line of credit, which obligates Lender to make advances to Grantor in the maximum principal amount at any one time as set to in

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10.613 per constitution of the constitution of th above until the Agreement is terminated or syspen Granton complies with the terms of the Agreement. Finds may be advanced by Credit Unice, repaid by Grants, and subsequently readvanced by Credit Union in aboundance with the Agreement. Notwithstanding the amount outstay sing at any particular time; this Trust Deed secties the total indebtedness under the Agreement. The unpaid balance of the line of credit under the Agreement will remain in full force and effect notwithstanding a zero outstanding balance. on the line from time to time. Any principal advance under the line of credit that exceeds the amount shown above as the principal amount of the Agreement will not be secured by this Trust Deed. The term of the Agreement is fallify! (30) Years 11 (100 total 100 total 10

Leader. The word "Lender" means Highland Community Federal Credit Union, its successors or assigns.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property owned by Granton, how or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to all replacements of and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds all premiums) from any sale or other disposition of the Property.

h. Property. The word "Property" means collectively the Real Property and the Personal Property.

Grander Message to Lessage takes known to Bearding in the honor of a section of the Conveyance and Grant's section the Rents from the Property interests and rights described above in the Conveyance and Grant's section the Rents from the Property in and Grant's section the Rents from the Property in the Property interests and rights described above in the Conveyance and Grant's section to the Conveyance and Convey

i. Related Documents. The words "Related Documents" mean and include without limitation all loan agreements, guaranties, The belief of the security agreements; mortgages, deeds of trust, and all other documents, whether now or hereafter existing, executed in connection with Grantor's Indebtedness to Lender.

Rents. The word Rents means all rents, revenues, income, issues, and profits from the Property financed under an Equity Loan only.

THIS TRUST DEED, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE AGREEMENT AND THIS TRUST DEED, THIS TRUST DEED IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

SAMENT AND BERRORMANCE ESTATES, In the County of K K Talks Cit Committee of Oreston the Secured by this Trust Deed as they become due, and shall strictly perform all, of Grantor's obligations, under the Agreement and Trust: Deed...

POSSESSION AND MAINTENANCE OF THE PROPERTY Grantor agrees that its possession and use of the Property shall be governed by the following provisions:

a. Possession and Use. Unless and until Lender takes any action under paragraph 17, Grantor may (a) remain in possession and control of the Property, and (b) operate and manage the Property. The following provisions relate to the use the Property or to other limitations on the Property one tipe

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS, BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROFERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED THE WOOKE WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED

110 b. 1 Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs and maintenance necessary to preserve its value.

Hazardous Substances. Grantor represents and warrants that the Property never will be so long as this Trust Deed remains a lien on the Property, used for the generation, manufacture storage, treatment, disposal, release or threatened release of any hazardous substances, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization 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 Grantor or to any other person. Grantor agrees to indemnify and hold Lender harmless 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 Indebtedness and the satisfaction of this Trust Deed.

d. Nulsance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit or suffer any strip or waste on or commit or suffer any strip or waste on or commit or suffer any strip or waste on or commit or suffer any strip or grant to some or commit or suffer any strip or any conducts without limitation, Grantor will not remove, or grant to some other north the right to remove any timber minerals (including oil and gar) soil grant or such products without any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without good Title prior written consent of Lender.

Lender's Right to Enter Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interest and to inspect the Property for purposes of Grantor's compliance with the terms ggana cand conditions of this Trust Deed.

313 L. & 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 any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, as o long as Grantor has notified Lender in writing prior to doing so and so long as Lender's interests in the Property are not increasing the property of the

Duty to Protect. in addition to the acts set forth above in this section, Grantor shall do all other acts that from the character and use of the Property are reasonably necessary to protect and preserve the Property.

INDERIMIAS, spormeres statements, communition statements instruments at surface and account of the TOSITE of communities and surface and the s

with the Property of its use, provided that such claims or liabilities arise out of acts or emissions occurring subsequest to the date Grantor first holds title to the Property, to that hitem where his it is

- DUE ON SALES CONSENT BYCLENDER 20 THE OF THE LITTLE OF THE
- Grantof shall not sell, or transfer its interest in the Real Property or any interest or party thereof, without the Lender's prior written consent. A sale, assignment, or transfer means the conveyance of real property or any right, title or interest therein whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leave-option contract, or by sale, assemble to transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of real property interest. Transfer also includes any change in ownership of more than finy percent (50%) of the interests of Granton. However, this option shall not be exercised by Lender if exercise is prohibited by federal law or by Oregon law.

LEASES CONSENT REQUIRED OF A THE WORLD OF A BUSINESS OF THE STATES SHOW THE THE STATES OF THE STATES

For Equity Loans secured by this Trust Deed, Grantor may lease or sublet the Property. However, Grantor shall not lease or sublet the Property without Lender's prior written consent which shall not be withheld unreasonably. Lender shall have not more than ten (10) days to reject any such transaction proposed by Granter, and the transfer shall be deemed approved unless rejected within such ten (10) day period. For lines of credit secured by this Trust Deed, Grantor may not lease or subjet the Property Grantor represents and agrees that the Property will remain owner-occupied.

TAXESTAND LIENS exceed backets in a requestably part of of the

Premije přiskusm tá v nedrádom roth codonac i dochtá sticousco.

The following provisions relating to the taxes and liens on the Property are a part of this Trust Deed.

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The following provisions relating to the taxes and liens on the Property are a part of this Trust Deed.

- 25 C (including water and sewer) fines and impositions levied 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 Trust Deed, except for the lien of taxes and assessments current but not yet due, except as otherwise provided in this Trust Deed. If Grantor object in good faith to the validity or amount of any tax, assessment, or related lien. Grantor at its sole expense may contest the validity and amount of the tax, assessment, or flen.
 - Evidence of Psymeat. Grantor shall upon demand furnish to Lender evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property of the taxes and assessments against the Property of the taxes and assessments against the Property of the taxes are the taxes and assessment of the taxes are the taxes are taxed as tax
- PROPERTY DAMAGE INSURANCE: WHITE COME TO PROPER THE SECOND

The following provisions relating to insuring the Property are a part of this Trust Deed.

- av16 Malufenance of Insurance. Grantor shall procure and maintain 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 in an amount not less than the total unpaid balance on the Agreement, and with a standard mortgagee clause in favor of Lender. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be canceled or diminished without at least ten (10) days prior written notice to Leader.
 - Application of Proceeds. In the event that the Improvements are damaged or destroyed by casualty, Grantor shall promptly restore the Improvements and Lender shall make the insurance proceeds available to Grantor for restoration, subject to the following conditions: (a) Lender shall have reasonably determined that the Improvements can be restored to as good or better condition as the improvements were in immediately prior to the casualty on account of which such proceeds were paid (b) Lender shall have determined that such net proceeds, together with any funds paid by Grantor to Lender, 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; (1) (d) At the time of such casualty, there are at least two (2) years to the maturity date of the Note; (e) Leader 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 governmental and quasi-governmental authorities having jurisdiction and by all other persons or entities required to approve such plans and specifications; (f) Lender may require that the funds be disbursed by if or by a disbursement agent appointed by it in a manner similar to that utilized for the disbursement of funds under a construction loan; including without limitation, requirement of certificates of architect as to percentage of completion and the furnishing of appropriate mechanics and materialsmen's lien waivers, the furnishing of appropriate bonds and other items as reasonably required by Lender Net proceeds in excess of the amount necessary to complete the restoration shall, at the options of Lender, be applied to the outstanding indebtedness as a prepayment thereof.

 One of the option of the product of the lender of the option of th
 - the Property covered by this Trust Deed at any trusties or other sale held under the provisions of this Trust Deed, or at any foreclosure sale of such Property of the Property of the provision of the Trust Deed, the Tru
 - is Grantor's Report on Insurance, Upon request of Lender; however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured; the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy.

10. EXPENDITURES BY LENDER: sport so as to par féngue, tout our re-

If Grantor fails to comply with any provision of this Trust Deed, or if any action or proceeding is commenced that would materially affect Lender's interest in the Property, Lender on Granton's behalf may, but shall not be required to pay all such expenses including but not limited to taxes, insurance and maintenance costs, and at Lender's option, will (a) be payable on demand, or (b) be added to the principal loan balance and be payable in accordance with the Agreement

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denisade de l'ul be sudent de marches four philoges and be payable de actorprice sain at l'energia de l'entre sain at l'energia de l'entre sain at l'entre sai This Trust Deed also will secure payment of these abrowns. The rights provided for in this paragraph shall be in addition to their paragraph shall be in addition to their rights of any remedies to which Lender may be entitled by account of the default. Any such action by leader to the origins of any remedies to which Lender may be entitled by account of the default. shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

11. WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Trust Deed.

To recurse a teleou on each existing though of manages sponding (a) the warrest

Title: Grantob warrants that (a) Grantor holds good and marketable title of record to the Property in fee shaple, free and clear of all liens and encumbrances other than those set forth in any policy of title insurance issued in favor of or in any title opinion given to, and accepted by, Lender in connection with this Trust Deed and (b) Grantor

of or meany true opinion given to, and accepted by, lender in connection with this frust beet and of cleaning the full right, power, and authority to execute and deliver this Trust Deed to Lender.

One charge produced a gage you are charged and once to perfect the connection of the subject to the exceptions in the paragraph above, if any, Grantor warrants and will forever defend Defense of Title. Subject to the exceptions in the paragraph above, if any, Grantor warrants and will forever defend the fille to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced the fille to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced to the property against the lawful claims of all persons. that questions Grantor's fille or the interest of Trustee or Lender under this Trust Deed, Grantor shall defend the action at its expense! Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or the proceeding and to be represented in the proceeding by counsel of the control and Grando was called instruments as may be a quested by it from time to time to permit such perticipation. Of control and the state of the such perticipation. (1) I control and the state of the such perticipation of control and the state of the such perticipation. (2) I compliance with all existing applicable laws, ordinances, Compliance With Laws, Granton warrants that is use of the Property opplies with all existing applicable laws, ordinances,

and regulations of governmental authorities. are uppeared the than and speakenings to be assist connected such 12. CONDEMNATION of such castistic those are at least that (5) reads to the m

The following provisions relating to proceedings in condemnation are a part of this Trust Deed.

Application of Net Proceeds. If all or any part of the Property is condemned, Lender shall apply the net proceeds of the award in any reasonable manner necessary to satisfy Granton's obligations under the Agreement of this Trust Deed. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorney fees necessarily paid or incurred by Trustee or Lender in connection with the condemnation. However, there shall be no obligation to pay Grantor's costs, expenses or attorney fees from such awards.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered, to Lender such in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered, to Lender such instruments as may be requested by it from time to time to permit such participation.

13. IMPOSITION OF TAXES BY GOVERNMENTAL AUTHORITIES.

The following provisions relating to taxes are a part of this Trust Deed.

a. If Taxes Covered the following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Trust Deed or upon all or any part of the Indebtedness secured by this Trust Deed; (b) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Trust Deed (c) a tax on this type of Trust Deed (c) a tax on this type of Trust Deed (c) a tax on this type of Trust Deed chargeable against the Lender; and (d) a specific tax on all or any portion of the Indebtedness of on payments of principal and interest made by a Borrower.

Remedies. If any tax to which this section applies is enacted subsequent to the date of this Trust Deed, Grantor shall either (a) pay the tax before it becomes delinquent, or (b) contest the tax as provided above in the Taxes and shall clinic (a) pay incitation in occurred confident of (b) contest the tax as provided above in the factory to Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Liender to the contest of a superior of the contest of the con

14. SECURITY AGREEMENT FINANCING STATEMENTS.

The following provisions relating to this Trust Deed as a security agreement are a party of this Trust Deed.

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

Security Agreement This instrument shall constitute a security agreement to the extent any of the Property constitutes. And the control of th Commercial Code.

be Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Trust Deed in the real property records, Cander may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Trust Deed as a financing Statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall resemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) business days after receipt of written demand from Lender.

Addresses. The mailing address of Grantor (debtor) and the mailing address of Lender (secured party) from which information concerning the security interest granted by this Trust Deed may be obtained (each as required by the minormation concerning the security microst granted by the free may be obtained (constrained from Commercial Code of the state where the Property is located) are as stated on the first page of this Trust that Deed state page of the Trust that Deed state page of the Trust that Deed state page is a stated on the first page of this Trust that Deed state page is a stated on the first page of this Trust that Deed state page is a stated on the first page of this Trust that Deed state page is a stated on the first page of this Trust page is a stated on the first page of this Trust page is a stated on the first page of this Trust page is a stated on the first page of this Trust page is a stated on the first page of this Trust page is a stated on the first page of this Trust page is a stated on the first page of this Trust page is a stated on the first page of this Trust page is a stated on the first page of this Trust page is a stated on the first page of this Trust page is a stated on the first page of this Trust page is a stated on the first page of this Trust page is a stated on the first page of this Trust page is a stated on the first page of this Trust page is a stated on the first page of this Trust page is a stated on the first page of this Trust page is a stated on the first page of this Trust page is a stated on the first page is a

FURTHER ASSURANCES ATTORNEY IN PACT OF LINE AND ADDRESS OF THE PACT OF THE PAC

The!following!provisions/relating/to further assurances are a part of this Trust Deed.

a Wentler Assurance At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, for will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by the deliver, cause to be filed, recorded, re-filed, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mertgages, deeds of trust, security deeds, security and places as Lender may deem appropriate, any and all such mertgages, deeds of trust, security deeds, securit continue, or preserve (a) the obligations of Grantor under the Agreement, this Trust Deed, and the Related Documents,

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bublic sale on all or any parimy of the Propart

and (b) the liens and security interests created by this Trust Deed on the Property, whether now owned or hereaft acquired by Grantor. Folloss prohibited by law or agreed to the contrary by Lender in writing, Grantor that reimburse Lender, for all costs and expenses incurred in consection with the matters referred to in this paragraph.

- Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor stattomey-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be decessary or desirable; in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.
- 16. FULLO PERFORMANCE OF TOMES SPOR PARE SPOR OFFICE HERE OF COMES A C

If Granton pays all the Indebtedness, including without limitation all future advances, when due and otherwise performs all the obligations imposed upon Granton under this Trust Deed and the Agreement, Lender shall execute and deliver to Trustee in request for full reconveyant and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law state of proportions of party shall be paid by Grantor in the state of the same of the state of the same of t

- 17. DEFAULTAGE spirit exist aposper of 1-21 the absorber exper of 125 firefrom. the continued the resolution may serve with the count of the continued in The following shall constitute events of default our sister the bracece and Failure of Crantor to pay any portion of the Indebtedness when it is due.
 - Failure, of Grantor within the time required by this Deed of Trust to make any payment for taxes, insurance, or for b. any other payment necessary to prevent filing of or to effect discharge of any lien.
 - Dissolution or termination of existence (if Grantor is a corporation), insolvency, business failure, appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, the commencement of any proceeding under any bankruptcy or insolvency laws by or against, or the failure to obtain dismissal or deny the contents of any petition filed under any bankruptcy or insolvency laws within the time required to answer by, Grantor or any of the individuals or entities who are herein collectively referred to as "Grantor."
 - Default of Grantor under any prior obligation or instrument securing any prior obligation, or commencement of any sit or other action to foreclose any prior lien.
 - If the Real Property has been submitted to unit ownership 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 to unit ownership, by the bylaws of the association of unit owners, or by any rules or regulations thereunder.

 If Grantor's interest in the Real Property is a leasehold interest and such Property has been submitted to unit ownership, any failure of Grantor to petform any of the colligations imposed on him by the lease of the Real Property ofrom its owner, any default under such lease which might result in termination of the lease as it pertains to the Real Property or any failure of Grantor as a member of an association of unit owners to take any reasonable action within Grantor's power to prevent a default under such lease by the association of unit owners or by any member of the association.
- f. Failure by Grantor to perform any other obligation under this Deed of Trust if:
 - (1) Lender has sent to Grantor a written notice of the failure and the failure has not been cured within 15 days of the notice, or if the default cannot be cured within 15 days, Grantor has not commenced curative action or is not diligently pursuing such curative action; or many mer carries
 - (2) Grantor has been given notice of a breach of the same provision(s) of this Deed of Trust 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, or any other Event (whether or not the fault of Grantor) that results in the termination of Grantor's leasehold rights; provided that such events shall not constitute a default hereunder it Grantor provides Lender with prior written notice reasonably satisfactory to Lender, setting forth Grantor's intent to place the Personal Property at another location, stating the location, and evidencing Grantor's right to do so.
 - Any breach of Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness of Grantor to Lender, whether made now or later.

18. RIGHTS AND REMEDIES ON DEFAULT THEOR OF BUILD AND THE

- Upon the occurrence of any event of default and at any time thereafter, Trustee 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:
 - Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.
 - With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.
 - (3) With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code in effect in the state in which the Lender is located.
 - Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the lacome, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebitedness. In furtherance of this right, Lender may require any senant or other user to make payments of rent or use fees directly to Lender. If the Income is collected by Lender, then Grantor irrevocably designates Lender as Grantor'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 tenants or other users to Lender in respect

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granucije icegoog is ledoocie apcest in 12 to Lenders demaild shall satisfy the obligation for which the psyments are made, whether it sat any progrönnde for the demand existed l'Ender may Exercise its fights obter this suspingraph either di period. Dy Agentl or through a reserve and normal sum stold the est binesses does and also senses out of the ender the Property of through a reserve and normal sum stold the est binesses does and also senses out of the ender the

(5) 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, 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 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 shall not disqualify a person from serving as a receiver.

If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at will of Lender or the purchaser of the Property and shall pay waite in possession a reasonable rental for use of the or agreement to any course that and remodies, in addition to any cours over

(7) If the Real Property is submitted to unit ownership, Lender or its designee may vote on any matter that may 18 MCHIL come before the members of the association of unit owners, pursuant to the power of attorney granted Lender in Section 16.6.

(8) Trustee and Lender shall have any right or remedy provided in the Deed of Trust, or the Note.

- Sale of the Property, in exercising its rights and remedies, the Thistee of Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property of Orest as them to be
- 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 least ten days before the time of the sale or 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 or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision, Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Deed of Trust after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Deed of Trust.

19. ACTIONS UPON TERMINATION.

In the event the Agreement is terminated, Trustee or Lender, at its option, may, not earlier than thirty (30) days after Grantor, has been given written notice of termination, exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by lawn

- Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and saic, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.
- UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.
- Collect Rents. Tender shall have the right, without notice to Grantor, 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, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor'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 tenants or other users to Lender in response to Lender's demand small satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a teceinet. Graner within the sing strong 17. 投票的经济11. 107
- 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, 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 bond if permitted by law. Lender's right to the appointment of 12 DElairectiver 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.
 - e. Tenancy at Sufferance If Grantor remains in possession of the Property after the Property is sold as provided above For Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become is tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's options, either (a) pay a treasonable rental for use of the Property, or (b) vacate the Property immediately upon the demand of Leader.
- 10 LA Other Remedical Trustee or Lender shall have any other right or remedy provided in this Trust Deed or the Agreement or by law.
 - 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 least ten (10) days before the time of the sale or disposition. Any sale of Personal Property may be made in conjunction with any sale of the Real Property.
 - Sale of the Property. To the extent permitted by applicable his, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be cutified to bid at say public sale on all or any portion of the Property.

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20. Waiver; Election of Remedies.

A waiver by any party of a breach of a provision of this Trust Deed shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy provided in this Trust Deed, the Agreement, in any Related Document, or provided by law shall not exclude pursue any remedy provided in this Trust Deed, the Agreement in any Related Document, or provided by law shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Trust Deed after failure of Grantos to perform shall not affect Lender's right to declare a default and to exercise any of its remedies:

21. ATTORNEY FEES; EXPENSES.

If Lender institutes any suit or action to enforce any of its rights under the Trust Deed or the Agreement, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorney fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender which in Lender's option are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate or default rate, whichever is higher, from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation however subject to any limits under applicable until repaid. Expenses covered by this paragraph mender, without immunion nowever subject to any times enter appricable law, Lenders' attorney fees whether or not there is a lawsuit, including afterney fees for bankrup by precedings (including law, Lenders' attorney fees whether or not there is a lawsuit, including afterney fees for bankrup by precedings (including forestosure reports), surveyors reports, appraisal fees, title the cost of searching records, obtaining title reports (including forestosure reports), surveyors reports, appraisal fees, title the cost of searching records, obtaining title reports (including forestosure reports), surveyors reports, appraisal fees, title insurance, and fees for the Trustee to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law. In the event of foreclosure of this Trust Deed, Lender shall be estitled to recover from Grantor Lender's attorney fees and actual disbursements necessarily incurred by Lender in pursuing such foreclosure. THE HEALT OF THE COM

22 - RIGHTS OF TRUSTERS that header you numbered to execute the freed to an the first Deed to be the tree and country at at leader as set forth in this section. 7.3

23. POWER AND OBLIGATIONS OF TRUSTEE.

The following provisions relating to the powers and obligations of Trustee are part of this Trust Deed.

a. Power of Trustee, In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to 21V18 take the following actions with respect to the Property upon the request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public, (b) join in granting any easement proceeding any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Trust Deed or the interest of Lender under this Trust Deed.

Obligations to Notify Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee. action or proceeding is brought by Trustee.

Trastee. Trustee shall meet all qualifications required for Trustee under applicable state law. In addition to the rights c. Trustee. Trustee shall meet all qualifications required for trustee under applicable state taw. In addition to the right to and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor trustee to any trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the County where the property is now located. The instrument shall contain, in addition to all other matters required by state day, the names of the original Lender, Trustee, and Grantor, the book and page where this Trust Deed is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title; powers, and duties conferred upon the Trustee in this Trust Deed and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

successful of the second of the second of the second of the powers provided. Trustee shall apply the proceeds for sale Sale by Trustee. When the Trustee sells pursuant to the powers provided, Trustee shall apply the proceeds for sale sale by Trustee. When the Trustee sells pursuant to the powers provided, Trustee shall apply the proceeds for sale to payment of (1) the expenses of sale, including the lawful fees of the Trustee and the reasonable fees of Trustee's attorney, (2) the obligations secured by this Trust Deed, (3) to all persons having recorded liens subsequent to the interest of the Beneficiary and the Trust Deed as their interest may appear in order of their priority and (4) the Surplus, if any, to the Grantor or to his successor in interest entitled to such surplus.

24. NOTICES TO GRANTOR AND OTHER PARTIES.

Any notice under this Trust Deed, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States, mail first, class or registered mail, postage prepaid, directed to the addresses shown at the top of page one (1). Any party may change its address for notices under this Trust Deed by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Trust Deed shall be sent to Lender's address, as shown near the top of the first page of this Trust Deed. For notice purposes, Grantor agrees to keep Lender and Trustee informed the top of the first page of this Trust Deed. For notice purposes, Grantor agrees to keep Lender and Trustee informed at all times of Grantor Courrent address in we or not good with on the 25. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Trust Deed

mendments. This Trust Deed, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Trust Deed. No alteration or amendment of this Trust Deed shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration ordamendments the housemed by sun constant in secondaria and

Annual Reports. Grantor shall furnish to Lender, upon request, a statement of net cash profit received from the Property during Grantor's previous fiscal year in such detail as Lender shall require. "Net cash profit" shall mean all cash during Grantor's previous fiscal year in such detail as Lender shall be detailed of the Property less all cash expenditures made in connection with the operation of the Property.

- mier mail ecuits. Des cas praise des mente auctua Applicable Law. This Trust Deed has been delivered to Leader and accepted by Lender in the Stale of Oregon. This Trust Deed shall be governed by and construed in accordance with the laws of the State of Oregon. or elective unless beauting and state plants are left and large solution be used to be used to interpret of define the provisions of this Trust Deed or notice of purposes only said are not to be used to interpret of define the provisions of this Trust Deed or name.
- Entire Agreement. The parties agree that the Agreement and Trust Deed are the entire agreement between the parties and supersed any prior agreements between Borrower and Lender relating to the Property.

 AUSTRIP ARCHIE SHOADSONE.

 6. Merger. There shall be no merger of the interest or estate created by this Trust Deed with any other interest or
- of sestate in the Property at any time held by or for the benefit of Lender in any capacity, without written consent of troughting holder of any born which has priming men this first first small the Lydraphic first page of this true first, for notice, purposes. Granter is at
- gen Multiple Parties All pobligations of Grantor under this Trust Deed shall be joint and several and all references to her Grantor shall mean each and every Grantor. This means that each of the persons signing below in responsible for on chall obligations in this Trust Deed. It is not necessary for Lender to inquire into the powers of any of the parties are not of the officers, directors partners, or agents acting or purporting to act on behalf of Grantor, and any indebtedness will made or created in reliance upon the professed exercise of such powers shall be guaranteed under and secured by this Trust Deed.

MOLICES 10 CHYDIOR TOD GLIER BYBLIES.

a. Severability. If a court of competent jurisdiction finds any provision of this Trust Deed to be invalid or unenforceable.

- as to any person of circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances, and all provisions of the Trust Deed in all other respects shall remain valid and to pagingm of (1) the expenses of calc, we diging the last at 1000 of 110 suggesting, an ordinary sociated by the Trun Dept. (At 10 at 12 is 1
- Successors and Assigns. Subject to the limitations stated in this Trust Deed on transfer of Grantor's interest, this Trust Deed shall be binding upon and inure to the benefit of the parties, their successors, and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Trust Deed and the Indebtedness by way of forbearance or extension without releasing Granton from the obligations of this Trust Deed on liability under the Indebtedness.
- Iscouring any the hame just entrance to be encreased freezer and the out. Thus Deed. Thus is of the Essence of this Trust Deed.

The Country apole the highestry is now assured. He treatment apen country and benefits of the homestead exemption. Waiver of Housestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oregon as to all Indebtedness secured by this Trust Deed. HART COUNTY each grantor acknowledges having read all the provisions of this trust deed, and each GRANTOR AGREES TO ITS TERMS The search of the search GRANTON: CONSTRUCT STATES AND TOUGHT AND EAST OF THE CONTROL OF TH to graph of the other and dealeas the orphis Sec. 1 Obligations to Naully Truster shall not be chagaesal to notly any out the con-र अस्तु ६ वर्षः र सार् or takes agreemest adecing this thist thee for the interest of tion in Finance and essential INDIVIBUAL (ACKNOWLEDGMENT)

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EXCEPTING THEREFROM any portion lyi	ng within Biebee Street
MOUNTAIN I	HLE COMPANY
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Check with the appropriate city or county planning dep	eriment to verify approved uses"
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