LISTED PROPERTY.

DEED OF TRUST LINE OF CREDIT INSTRUMENT

7, YOUR RIGHTS AFTER DEFAULT AIRS a default you will have the	Date:lune_10
Tolleving tighte and may use any one, or any combination of them, at any time. Arthur W Dillard	The wife of the Street has a large container according to you with
Grantor(s): Anna A Dillard	Access: Access: Look Liceas C 28 Mats Cose C 21 The France Cose Cose Cose Cose Cose Cose Cose Cos
Arthur W Dillard	iewolikKiemeth Felis OR 97603
Borrowler(s): Anna, A. Di, I lard on the latest and a street as a street of the Poster a substant for each of the Poster and a substant for each of the Poster and a substant for each of the Poster and Each of the Poster	Address: 6911_Sierra_Pl
ons to Bur you may prelimited States National of the	Klamath Falls OR 97603
Beneficiary/("Lender)	Address: 0190 5019SE Hawthorne Blyd Ste 301 0 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4
regie was olcUvSqs Banklaof :Washington; excl yags up/ 2.7	hapmis was well line setting entries a control of the
Trustee: In Nat I on a L. Associl at London ni tius ed vilosibui.	biologica govern flow as follog paracles and stoled collection of a Address: The PO Box 3347
74 You may have any raits from the Property collected and pay the amount received, ever and above dosts of collection and other lawful	Portland Or 97208 was 1 too years of earth
tagist to bead aim ve because 1deb ent no sessages. 1. GRANT OF DEED OF TRUST. By signing below as Grantor, I irrevocably s	gant, bargain, sell and convey to Trustee, in trust, with power of sale, the
following property, Tax, Account Number 125 8397: R 1567,023; 27 , It more particularly described as follows by 11 Well vid beworks make 141.	
(all LOTe 22 mobiliock v1 (lateration No. 11 116 lbs SUNSET) EAS no via gribulari cash general a stornog as novi of elost od usta ilis	
no vine collections are victorial to electrostate year for electrostate of oreign and state of oreign.	
7.6 Yes may use any other rights you rave under the law. this Deed of	Mercan Massabun notabre boog of allest of the electronical massable and the company of the second of
	of assignations shall construct year soon, but the United States of the state of
or as described on Exhibit A, which is attached hereto and by this reference	incorporated herein, and all buildings and other improvements and fixtures the Property'). I also hereby assign to Lender any existing and future leases
and rents from the Property as additional security for the debt described be	elow. Lagree that I will be legally bound by all the terms stated in this Deed
Except as previously disclosed to you in writing, it repressant to real to you that yo hazardous substance is stored, located used of	Merchaed Hiv mode the profit of the control of the form the control of the contro
2: DEBT-SECURED. This Deed of Trust secures the following the base of the party of the base of the bas	
The payment of the principal interest, credit report fees, late	charges, attorneys' fees (including any on appeal or review), collection
costs and any and all other amounts, owing under a note with	an original principal amount of \$, dated
	("Borrower")
ey(and payable to Lender, on which the last payment is due to a second of the second o	esa el ivi egon arti al labarina es y crista el la rice.
ante e todas tra Arcenty e any artier graphity, j'egrès to provide written notice to you immenately when I become aware that the	ic (font) et
and any owtone lone and renewals of any length. The words "LINE OF CAF	DIT INSTRUMENT do not apply to this Deed of Trust if this paragraph 2a. is
checked, unless paragraph 2b. is also checked.	s. PRO PETE 1940 VOUR NATE INSTELLATE I WAN GOARD VOOR MAY NOW OF LATER. De correct of the cartiect was pressive to be club failed and suit pay MT.
b. The payment of all amounts that are payable to Lender at any	time under a Equity Credit line Agreement
idated: Mendune/id. 1994; m.e. v., and any riders; or amender Archuro: W. Dilliard vand. Anna (A. Dilliard hare)	("Borrower").
el The Credit Agreement is for a revolving line of credit under which Borrow	or may obtain (in accordance, with the terms of the Credit Agreement) one or the advanced and outstanding at any one time pursuant to the
Gredit Agreement 18'S 10 10240',000 emiliant ta tenti lo bead esti	
The term of the Credit Acreement consists of an initial period of ten	vears, which begins on the above-indicated date of the Credit Agreement,
during which advances can be obtained by Borrower, followed by a repay	ment period during which Borrower must repay all amounts owing to Lender nt period and the maturity date will depend on the amounts owed at the
the beginning of the repayment period, but it will end no later than the mature	rity date of a June 10 in 2019 its mark in the instance of the bank in the control of the bank in the
chims, demands, flabilities, li visulte and other procedings, dankages,	the payment of all loans payable to Lender at any time under the Credit
Agreement, the payment of all interest, credit report fees, late charge	es, membership fees, attorneys' fees (including any on appeal or review),
collection costs and any and all other amounts that are payable to Lendon programs in minerage or inspector yithories indicating the programs of any length got to beed gut in businesses apparatus auctorized.	er at any time under the Credit Agreement, and any extensions and renewals
and the control of th	at $\chi(r)$ experiments and $\chi(r)$ are $\chi(r)$ and $\chi(r)$ are $\chi(r)$ and $\chi(r)$ are $\chi(r)$ and $\chi(r)$ and $\chi(r)$ are $\chi(r)$ are $\chi(r)$ and $\chi(r)$ are $\chi(r)$ and $\chi(r)$ are $\chi(r)$ are $\chi(r)$ are $\chi(r)$ and $\chi(r)$ are $\chi(r)$ are $\chi(r)$ and $\chi(r)$ are $\chi(r)$ are $\chi(r)$ and $\chi(r)$ are $\chi(r)$ are $\chi(r)$ are $\chi(r)$ and $\chi(r)$ are $\chi(r)$ are $\chi(r)$ and $\chi(r)$ are $\chi(r)$ are $\chi(r)$ and $\chi(r)$ are $\chi(r)$ and $\chi(r)$ are $\chi(r)$ are $\chi(r)$ and $\chi(r)$ are $\chi(r)$ are $\chi(r)$ and $\chi(r)$ are $\chi(r)$ are $\chi(r)$ are $\chi(r)$ are $\chi(r)$ are $\chi(r)$ and $\chi(r)$ are $\chi(r)$
security of this Deed of Trust and the performance of any covenants a	nd agreements under this Deed of Trust. This Deed of Trust also secures the
threpayment of any future advances, with interest thereon, made to Borro yes to yinggord any jobdulas alog arguint yes (III) bas jaretos the	() 항상 등을 가는 사이트 () 가는 사이트를 하는 것이 되었다. 그는 사이트를 하는 것이 되었다. 그는 사이트를 하는 것이다.
The leterest rate havment terms and halance due under the Note of Cr	edit Agreement or both, as applicable, may be indexed, adjusted, renewed or greement and any extensions and renewals of the Note or Credit Agreement
하는 이후에 없는 그는 그는 그는 그는 그들이 나를 하는 것이 없는 것이 없는 것이 없는 것이 없는 것이 없는 것이 없는 것이다.	bases gas way the second control of the control of
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institution and the conveyance a	

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LINE OF CREDIT INSTRUMENT

3. INSURANCE, LIENS, AND UPKEEP. _____ NOT__OIT__ and the office of the

3.11 will keep the Property insured by companies acceptable to you with fire and theft insurance, flood insurance if the Property is located in any area which is, or hereafter will be designated as a special flood hazard area, and extended coverage insurance, if any, as follows:

UNIGARD INS

The policy amount will be enough to pay the entire amount owing on the debt secured by this Deed of Trust or the insurable value of the Property, whichever is less, despite any "co-insurance" or similar provision in the policy. The insurance policies will have your standard loss payable endorsement. No one but you has a mortgage or lien on the

US BANCORP MORTGAGE

and size to reven him court of estant of severa cos line 3.2 I will pay taxes and any debts that might become a lien on the

Property, except the following Permitted Lien(s): 1 103

Property, and will keep it free of trust deeds, mortgages and liens, other than yours and the Permitted Liens just described. (1003-3117-71)

3.3 I will also keep the Property in good condition and repair and will prevent the removal of any of the improvements.

3.4 If I do not do any of these things, you may do them and add the cost to the Note or Credit Agreement as applicable. I will pay the cost of your doing these whenever you ask, with interest at the fixed or floating. rate charged under the Note or Credit Agreement, whichever is higher, and Even if you do these things, my failure to do them will be a default under Section 6, and you may still use other rights you have for the

4. DUE ON SALE. I agree that you may, at your option, declare due and payable all sums secured by this Deed of Trust if all of any part of the Property, or an interest in the Property, is sold or transferred if you exercise the option to accelerate, I know that you may use any default remedies permitted under this Deed of Trust and applicable law. I know that you may exercise your rights under this due on sale provision each time all or any part of the Property, or an interest in the Property, is sold or transferred, whether or not you exercised your rights on any previous sales or transfers.

5. PROTECTING YOUR INTEREST, I will do anything that may now or later be necessary to perfect and preserve this Deed of Trust and I will pay all

6-DEFAULT, It will be a default:

S:1'If you'do not receive any payment on the debt secured by this Deed of Trust when it is due; You see propose at the one becomes as of the example.

6.2 If I commit fraud or make any material misrepresentation in connection with my loan application, the Note or Credit Agreement, this Sylv connection with my loan application, the roce of credit. For example, it will be a supply or range of this provision.

Deed of Trust, or any aspect of my line of credit. For example, it will be a supply or range of this provision. a default if I give you a false financial statement, or if I do not tell you many the truth about my financial situation, about the Property that is yniture 8.4 I will indemnify and hold you harmless from and against any and all subject to this Deed of Trust, or about my use of the money I obtained claims, demands, liabilities, lawsuits and other proceedings, damages, from you through the Note or line of credit;

6.3 If any action or inaction by me adversely affects your security for the Note or Credit Agreement, including, but not limited to, the tollowing:

a. If all or any part of the Property, or an interest in the Property, is all sold or transferred; beach aid: about beanauble measure reactions of the sold or transferred; beach aid:

or fail to maintain the Property;

d. If I departure the series of an addition of the property.

f. If I do not keep the Property free of deeds of trust, mortgages and

liens, other than this Deed of, frust, and other Permitted Liens I have already told you about;

g. If I become insolvent or bankrupt;

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

i. If I fall to keep any agreement or breach the warranties, representations or covenants I am making to you in this Deed of Trust about hazardous substances on the Property.

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7. YOUR RIGHTS AFTER DEFAULT. After a default, you will have the following rights and may use any one, or any combination of them, at any Bigilia ff tuati

7.1 You may declare the entire secured debt immediately due and payable all at once without notice.

7.2 Subject to any limitations imposed by applicable law, either before or after a sale of the Property under a judicial foreclosure, or before a sale of the Property by advertisement and sale, you may sue for and recover from Borrower all amounts remaining under the Credit Agreement, under the Note, and under this Deed of Trust.

7.3 You may foreclose this Deed of Trust under applicable law either judicially by suit in equity or nonjudicially by advertisement and sale.

7.4 You may have any rents from the Property collected and pay the amount received, over and above costs of collection and other lawful expenses, on the debt secured by this Deed of Trust.

7.5 I will be liable for all reasonable collection costs you incur, to the full extent allowed by law. If you foreclose this Deed of Trust either judicially by suit in equity or nonjudicially by advertisement and sale, I will also be liable for your reasonable attorney fees including any on appeal or review.

7.6 You may use any other rights you have under the law, this Deed of Trust, or other agreements, including but not limited to any Note or Credit Agreement.

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8. HAZARDOUS SUBSTANCES:

at the dealf to rath 8.1 Except as previously disclosed to you in writing, I represent and warrant to you that no hazardous substance is stored, located, used or produced on the Property, and that to the best of my knowledge, after due and diligent inquiry, no hazardous substance is stored, located, used or produced on any adjacent Property, nor has any hazardous substance been stored, located, used, produced, or released on the Property or any adjacent property prior to my ownership, possession or control of the Property.

8.2 I will not cause or permit any activity on the Property that directly or indirectly could result in the release of any hazardous substance onto or under the Property or any other property. I agree to provide written notice to you immediately when I become aware that the Property or any adjacent property is being or has been subjected to a release of any hazardous substance.

8.3 You and your representatives may enter the Property at any time for recording fees and other fees and costs involved over a part of the purpose of conducting an environmental audit, committing only hole (Cinected polythera) nistant strembosisuch injury to the Property as may be necessary to conduct the audit. You shall not be required to remedy any such injury or compensate me o therefor all shall (cooperate in all respects) in the performance of the audit. I shall pay the costs of the audit if either a default exists under this Deed of Trust at the time you arrange to have the audit performed or if the audit reveals a default pertaining to hazardous substances. If I refuse to permit you or your representatives to conduct an environmental audit on the Property, you may specifically enforce

Josses, liens, penalties, fines, clean-up and other costs, expenses, and attorney fees (including any on appeal or review) arising directly or indirectly from or out of, or in any way connected with (i) the breach of any representation, warranty, covenant, or agreement concerning hazardous substances contained in this Deed of Trust or in any other document executed by me in connection with the debt secured by this Deed of Trust; (ii) any release onto or under the Property or other bill 1 fail to maintain required insurance on the Property; a none of the property of any hazardous substance that occurs as a direct or indirect c. If I commit waste on the Property or otherwise destructively use an integral result of acts or omissions by me or my agents or independent contractors; and (iii) any release onto or under the Property of any possession, or hazardous substance that occurs during my ownership, possession, or

> 8.5 If you shall at any time, through the exercise of any of your remedies under this Deed of Trust, or by taking a deed in lieu of foreclosure, hold title to or own the Property in your own right, you may, at your option, convey the Property to me. I covenant and agree that I shall accept delivery of any instrument of conveyance and resume ownership of the Property in the event you exercise your option hereunder to convey the Property to me. You, at your sole discretion, shall have the right to record any instrument conveying the Property to me and such recordation shall be deemed acceptance by me of the instrument and the conveyance.



DEED OF TRUST LINE OF CREDIT INSTRUMENT

9 SATISFACTION OF DEED OF TRUST. When the Note or Credit Agreement

or both, as applicable, are completely paid off and the Credit Agreement, as

applicable, is cancelled and terminated as to any future loans, I understand

that you will request Trustee to reconvey, without warranty, the Property to the person legally entitled thereto. I will pay Trustee a reasonable fee for

preparation and execution of the reconveyance instrument and I will record

10. CHANGE OF ADDRESS. I will give you my new address in writing whenever I move. You may give me any notices by regular mail at the last

the reconveyance at my expense.

address I have given you.

8.6 All of my representations, warranties, covenants and agreements contained in this Deed of Trust regarding any hazardous substance, including but not limited to my agreement to accept conveyance of the Property from you and to resume ownership, shall survive foreclosure of this Deed of Trust or acceptance by you of a deed in lieu of foreclosure.

8.7 For purposes of this Deed of Trust, the term "hazardous substance" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material or hazardous, toxic or radioactive substance (or designated by any other similar term) by any applicable federal, state or local statute, regulation or ordinance now in effect or in effect at any time during either the term of this Deed of

11. OREGON LAW APPLIES. This Deed of Trust will be governed by Oregon Trust or the period of time I remain in possession, custody, or control of the Property following either foreclosure of this Deed of Trust or 12. NAMES OF PARTIES. In this Deed of Trust "I", "me" and "my" mean acceptance by you of a deed in lieu of foreclosure. Grantor(s), and "you" and "your" mean Beneficiary/Lender. I agree to all the terms of this Deed of Trust. Anna A Dillard Grantor Arthur W Dillard Grantor Grantor Grantor INDIVIDUAL ACKNOWLEDGMENT STATE OF OREGON June 10, 1994 County of <u>XIAMA</u>Lh Personally appeared the above named ___Arthur_W_Dillard and Anna A. Dillard - voluntary act. and acknowledged the foregoing Deed of Trust to be -OFFICIAL SEA JOYE R. FORRESTER NOTARY PUBLIC - OREGON COMMISSION NO. 009/89 My commission expires: 5-pt 24, 1995 MY COMMISSION EXPIRES SEPT. 24, 1995 REQUEST FOR RECONVEYANCE TO TRUSTEE: The undersigned is the holder of the Note or Credit Agreement or both, as applicable, secured by this Deed of Trust. The entire obligation evidenced by the Note or Credit Agreement or both, as applicable, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel the Note or Credit Agreement or both, as applicable, and this Deed of Trust, which are delivered herewith, and to reconvey, without warranty, all the estate now held by you under the Deed of Trust to the person or persons legally entitled thereto. Signature:

FEE \$20.00

STATE OF OREGON: COUNTY OF KLAMATH:

Filed for record at request of of June A

__A.D., 19 __94 at __2:11 __o'clock __P_M., and duly recorded in Vol. __M94

Evelyn Biehn

____on Page ___19272

U.S. Bank

Mortgages

_ the _____20th

 County Clerk By Oxuline Millenstore