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DEED OF TRUST

3. INSURANCE, LIENS, AND UPKEEP.

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, at folic ws: ALLSTATE

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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 mortgele or lien on the Property, except the following "Permitted Lien(s)":

STARLA SUE THOMAS AND

LINDA W WEBB-BOWEN

3.2 I will pay taxes and any debts that might become a lion on the Property, and will keep it free of trust deeds, mortgages ind lions, other than yours and the Permitted Liens just described.

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

34 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, which ever is higher. Even if you do these things, my failure to do them will be a default under Section 6, and you may still use other rights you have for the default.

4. DUE ON SALE. I agree that you may, at your option, diclare due and payable all sums secured by this Deed of Trust if all or any part of the Property, or an interest in the Property, is sold or transferred. If you exercise the option to accelerate, I know that you may use any default remedies permitted under this Deed of Trust and applicate la 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 my now or later be necessary to perfect and preserve this Deed of Trust and I will pay all recording fees and other fees and costs involved.

6. DEFAULT. It will be a default:

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

6.2 If I commit fraud or make any material misrepresentation in connection with my loan application, the Note or Credit A reement, this Deed of Trust, or any aspect of my line of credit. For example, it will be a default if I give you a false financial statement, or if I to not tell you the truth about my financial situation, about the Property that is subject to this Deed of Trust, or about my use of the mot ey I obtained from you through the Note or line of credit;

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

a. If all or any part of the Property, or an interest in the Property, is sold or transferred;

b. If I fail to maintain required insurance on the Property

c. If I commit waste on the Property or otherwise destructively use or fail to maintain the Property; d. If I die;

e. If J fail to pay taxes or any debts that might become a lian on the search Property;

f. If I do not keep the Property free of deeds of trust, mixing jes and liens, other than this Deed of Trust and other Permittee Liens Thave 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 Perm tted Lien or other lien on the Property; or

i. If I fail to keep any agreement or breach the wer anties, representations or covenants I am making to you in his Feed of Trust about hezardous substances on the Property.

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

1.1 You may declare the entire secured debt immediately due and phyable 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 sile of the Property by indvertisement and sale, you may sue for and recover from Borrower all amounts remaining under the Credit 4 reement, under the Note, and under this Deed of Trust.

2.3 You may forselose this Deed of Trust under applicable law either including by suit in equity or nonjudicially by advertisement and sale.

7.6 You may have any rents from the Property collected and pay the a rount received, over and above costs of collection and other lawful a penses, 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 Iaw. If you foreclose this Deed of Trust either a licially by suit in equity or nonjudicially by advertisement and sale, I will also be liable for your reasonable attorney fees including any on accease.

7.5 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 Chadit Agreement.

8. HA ZARDOUS SUBSTANCES

B¹ Except as previously disclosed to you in writing, Il represent and verrant to you that no hazardous substance is stored, located, used or produced on the Property, and that to the best of my knowledge, after dvs and diligent inquiry, no hazardous substance is stored, located, used or produced on any adjacent Property, nor has any hazardous evistance been stored, located, used, produced, or released on the Paperty or any adjacent property prior to my ownership, possession or control of the Property.

52 I will not cause or permit any activity on the Property that directly or indirectly could result in the release of any hazardous substance on o or under the Property or any other property. I agree to provide written notice to you immediately when 1 become sware that the Property or any adjacent property is being or has been subjected to a rebase of any hazardous substance.

8.5 You and your represent trives may enter the Property at any time for the purpose of conducting an environmental audit, committing only such injury to the Property as may be necessary to conduct the audit. You shall not be required to remedy any such injury or compensate me therefor. I shall cooperate in all respects in the performance of the audit. I shall pay the costs of the audit if either a default exists under this Deed of Trust at the time you arrange to have the audit performed or if the audit reveals a default pertaining to hazardous substances. If I refuse to permit you or your representatives to conduct an environmental audit on the Property, you may specifically enforce performance of this provision.

8.4 will indemnify and hold you harmless from and against any and all claims, demands; liabilities, lawsuits and other proceedings, damages, losses, liens, penalties, fires, 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 hat ardous substances contained in this Deed of Trust or in any other dcc iment executed by me in connection with the debt secured by this Deed of Trust; (ii) any release onto or under the Property or other projectly of any hazardous substance that occurs as a direct or indirect result of acts or omissions by me or my agents, or independent con ractors; and (iii) any release onto or under the Property of any hat ardous substance that occurs during my ownership, possession, or control of the Property.

8.5 If you shall at any time, through the exercise of any of your remades under this Deed of Trust, or by taking a deed in liau 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 here under 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.

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DEED OF TRUST LINE OF CREDIT INSTRUMENT 8.6 All of my representations, war antics, covenants and agreements contained in this Deed of Trust rigarcing any hazardous substance, & SATISFACTION OF DEED OF TRUST. When the Note or Credit Agreement including but not limited to my agreement to accept conversance of the or both, as applicable, are completely paid off and the Credit Agreement, as Property from you and to resume owhership, shall survive fureclosure of applicable, is cancelled and terminated as to any future loans, I understand this Deed of Trust or acceptance by ou of a deed in lieu of foreclosure. 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 8.7 For purposes of this Deed of Trust, the term "hazardout substance" preparation and execution of the reconveyance instrument and I will record means any substance or material do ined or designated as hazardous or toxic waste, hazardous or toxic material or hazardous, toxic or 10. CHANGE OF ADDRESS. I will give you my new address in writing radioactive substance (or designated by any other similar term) by any whenever I move. You may give me any notices by regular mail at the last applicable federal, state or local statute, regulation or ordinance now in effect or in effect at any time during either the term of this Deed of Trust or the period of time I remain in possession, custody, a control of 11. OREGON LAW APPLIES. This Deed of Trust will be governed by Oregon the Property following either foreclasure of this Deed of Trust or acceptance by you of a deet in lieu of brestosure 12 NAMES OF PARTIES. In this Deed of Trust "I", "me" and "my" mean I agree to all the terms of this Deed of Trust. Grantor(s), and 'you" and 'your" mean Beneficiary/Lender, Robert D Norbury Grantor Marie E Norbury Granting Grantor Grantor Grantor INDIVIDUAL ACKNOWLEDGMENT STATE OF OREGON) \$5. 6/30/94 County of Personally appeared the above named Robert D Norbury and Marre E Nerbury and acknowledged the foregoing Deed of Their to be voluntary act. - voluntary act. Beforer CAFNEN BABCOCK CAFNEN BABCOCK NUTARI / PUELIC-OREGEN C JAMASSION NO. (2014) W CO AMESSION EXPIRES MAY 4 1998 Notary Public for Dregon My commission expires:-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 undersigned is the holder or the Note or Credit Agreement of Dollr, as applicable, secured by this Deed or trust. The entire obligation evidences up 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 i greement or both, as a plicable, and this Deed of Trust, which are delivered herewith, and to recorvey. hereby directed to cancer the Note of Credit (greatherit of cont, as a pricedia, and the Cost of thost, which are control of without warranty, all the estate now held by yo jundar the Deed of This t to the person or persons legally entitled thereto. Date: و ينهيا لا عاني Signature: STATE OF OREGON: COUNTY OF KLAMATH: Filed for record at request of U.S. Back of July A.D., 19 4 at 9:58 o'clock A.M. and duly recorded in Vol. M94 day ? of Evelyn Biehn - County Clerk By Cancer - Willendere FEE \$20.00 52-E6530 CR 6/92 COPY 1 and 2-Bark: COPY 3-Consumer

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