# Vol. 1994 Page 24011 DEED OF TRUST LINE OF CREDIT INSTRUMENT

U.S. Bank of Washington, Trustee: Mational Association Address: PD. Rex. 33.47 Portland Or. 97208  1. GRANT OF DEED OF TRUST. 8y signing ballow as Grantor, I intervocably grant, bargain, sell and convey to Trustee, in trust, with power of sale. It conveys to Trustee, in trust, with power of sale. KLAMATH Churty, State of Oreg more periodarly described as follows: THE. N. 12, N.	light i paint gui aggliaig si ai ai ai ta tagglia hta inturi a teann aic	
Contrology, Kenn T Wasten  Lance E Watson  Address: 4717 Nask Ins Rd  Bonance OR 170 N	Catella fin espatif da algifratore, son esperimente de la calcidad de la calcidad de la calcidad de la calcida	선생님 그는 사람들이 가는 사람들이 되었다. 그는 그는 그녀는 이 물을 가장 살을 하는 것이다.
Exerce E Watson Address: 801 SE Hawthorne 81vd Ste 301  United States National Bonanze OR 97823  United States National Bonanze OR 97823  United States National Pereficiery(Londor): Bank st Origan Address: 801 SE Hawthorne 81vd Ste 301  U.S. Bank of Washington, Peritand OR 97208-3175  U.S. Bank of Washington, Address: 801 SE Hawthorne 81vd Ste 301  U.S. Bank of Washington, Address: 801 SE Hawthorne 81vd Ste 301  U.S. Bank of Washington, Address: 801 SE Hawthorne 81vd Ste 301  U.S. Bank of Washington, Address: 801 SE Hawthorne 81vd Ste 301  U.S. Bank of Washington, Address: 801 SE Hawthorne 81vd Ste 301  U.S. Bank of Washington, Address: 801 SE Hawthorne 81vd Ste 301  U.S. Bank of Washington, Address: 801 SE Hawthorne 81vd Ste 301  U.S. Bank of Washington, Address: 801 SE Hawthorne 81vd Ste 301  U.S. Bank of Washington, Address: 801 SE Hawthorne 81vd Ste 301  U.S. Bank of Washington, Address: 801 SE Hawthorne 81vd Ste 301  U.S. Bank of Washington, Address: 801 SE Hawthorne 81vd Ste 301  U.S. Bank of Washington, Address: 801 SE Hawthorne 81vd Ste 301  U.S. Bank of Washington, Address: 801 SE Hawthorne 81vd Ste 301  U.S. Bank of Washington, Address: 801 SE Hawthorne 81vd Ste 301  U.S. Bank of Washington, Address: 801 SE Hawthorne 81vd Ste 301  U.S. Bank of Washington, Address: 801 SE Hawthorne 81vd Ste 301  U.S. Bank of Washington, Address: 801 SE Hawthorne 81vd Ste 301  U.S. Bank of Washington, Address: 801 SE Hawthorne 81vd Ste 301  U.S. Bank of Washington, Address: 801 SE Hawthorne 81vd Ste 301  U.S. Bank of Washington, Address: 801 SE Hawthorne 81vd Ste 301  U.S. Bank of Washington, Address: 801 SE Hawthorne 81vd Ste 301  U.S. Bank of Washington, Address: 801 SE Hawthorne 81vd Ste 301  U.S. Bank of Washington, Address: 801 SE Hawthorne 81vd Ste 301  U.S. Bank of Washington, Address: 801 SE Hawthorne 81vd Ste 301  U.S. Bank of Washington, Address: 801 SE Hawthorne 81vd Ste 301  U.S. Bank of Washington, Address: 801 SE Hawthorne 81vd Ste 301  U.S. Bank of Washington, Address: 801 SE Hawthorne 81vd Ste 301  U.S.		
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U.S. Bank of Washington,  Batinnel Association  Address:  Batinnel Association  For Bank 3337  Portiand Or 97208  CRANT OF DEED OF TRUST. By signing below as Greator, I invevocably grent, bargain, sell and convey to Trustee, in trust, with power of sale, to Oldwing property, Tax Account Number ReseasobaseAssociation  RESEASOBARASSOCIATION TO BEED OF TRUST. By signing below as Greator, I invevocably grent, bargain, sell and convey to Trustee, in trust, with power of sale, to Oldwing property greated as follows:  THE IN 12 N 1/2 NE 1/4 No. SECTION 18, TOWNSHIP 38 SOUTH, RANGE 11  EAST OF THE WILLAMSTTE Identity I AMEDICAL ASSOCIATION OF THE COUNTY, OREGON.  As a described on Exhibit A, which is attached brento and by this reference notiporated lorein, and all buildings and other improvements and fixture less of rests from the Property (all indicated brento and by this reference notiporated lorein, and all buildings and other improvements and fixture less of rests from the Property (all indicated brento and by this reference notiporated lorein, and all buildings and other improvements and fixture less of rests from the Property (all indicated f	United States National	
U.S. Bank of Washington,  Address: PD. Bax 3347  Po't I and O' 97208  1. GRANT OF DEED OF TRUST. By signing below as Grantor, I irrevocably grant, bargain, sell and convey to Trustes, in trust, with power of sale, following property. Tax Account Number R58650987456732 located in KLAMATH  Country, Tax Account Number R58650987456732 located in KLAMATH  EAST OF THE WILLAMETTE MERTOLAN, KLAMATH COUNTY, OREGON.  As disscribed on Exhibit A, which is attached heroto and by this reference incolporated levels, and all buildings and other improvements and fishts owner of the Property of Cell Referred to in his Deed of Trust as her Property). I also heroby assign is Lender any oxisting and future less and creat from the Property is activated by the reference incolporated levels, and all buildings and other improvements and fishts owner of later located on the Property of Cell Referred to in his Deed of Trust as her Property. I also heroby assign is Lender any oxisting and future less and rest from the Property is activated association for the odd described below. Lagree that I will be lensity bound by all the terms stated in this Deed of Trust secures the following:	7.( 10.(03.))	
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This Deed of Trust secures the performance of the Credit Agreement, the payment of all loans payable to Lender at any time under the Credit Agreement, the payment of all interest, credit report fees, late charges, membership fees, attorneys' fees (including any on appeal or review collection costs and any and all other amounts that are payable to Lender at any time under the Credit Agreement, and any extensions and renewal of any length.  C. This Deed of Trust also secures the payment of all other sums, with interest thereon, advanced under this Deed of Trust to protect to security of this Deed of Trust, and the performance of any covenants and agreements under this Deed of Trust. This Deed of Trust also secures to repayment of any future advances, with interest thereon, made to Borrower under this Deed of Trust.  The Interest rate, payment terms and bulance due under the Note or Credit Agreement or both, as applicable, may be indexed, adjusted, renewed renegotiated in accordance with the terms of the Note and the Credit Agreement and any extensions and renewals of the Note or Credit Agreement or both, as applicable.  THIS SPACE FOR RECORDER USE  U.S. Bank Consumer of Instruct Ctr.  P. O. Box 3178  Portiand OR: 97208-3178	The Credit Agreement is for a revolving line of credit under which Bor more loans from Lender on one or more occasions. The maximum pri Credit Agreement is \$50,000	("Borrower") Tower may obtain (in accordance with the terms of the Credit Agreement) one or
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# DEED OF TRUST LINE OF CREDIT INSTRUMENT

#### 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, as follows:

COUNTRY MUTUAL INS CO

The policy amount will be enough to pay the entire amount owing on the debt secured by this Deed of Trust or the insurable value of the Property, whichever is less, despite any "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 Property, except the following "Permitted Lien(s)":

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- 3.2 I will pay taxes and any debts that might become a lien on the Property, and will keep it free of trust deeds, mortgages and liens, other than yours and the Permitted Liens just described.
- 3.3 I will also keep the Property in good condition and repair and will prevent the removal of any of the improvements.
- 3.4 If I do not do any of these things, you may do them and add the cost 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. 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 or any part of the Property, or an interest in the Property, is sold or transferred. If you exercise the option to accelerate, I know that you may use any default remedies permitted under this Deed of Trust and applicable law. I know that you may exercise your rights under this due on sale provision each time all or any part of the Property, or an interest in the Property, is sold or transferred, whether or not you exercised your rights on any previous sales or transfers.
- 5. PROTECTING YOUR INTEREST, I will do anything that may now or later be necessary to perfect and preserve this Deed of Trust and I will pay all recording fees and other fees and costs involved.
- 6. DEFAULT, 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 Agreement, this Deed of Trust, or any aspect of my line of cradit. For example, it will be a default if I give you a false financial statement, or if I do not tell you the truth about my financial situation, about the Property that subject to this Deed of Trust, or about my use of the money I obtained from you through the Note or line of credit;
  - 6.3 If any action or inaction by me adversely affects your security for the Note or Credit Agreement, including, but not limited to, the following:
  - as 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 I fall to pay taxes or any debts that might become a lien on the Property:
    - f. If I do not keep the Property free of deeds of trust, mortgages and liens, other than this Deed of Trust and other Permitted Liens I have already told you about;
    - g. If I become insolvent or bankrupt;
    - h. If any person forecloses or clectures 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 fail to keep any agreement or breach the warranties, representations or covenants I am making to you in this Deed of Trust about hazardous substances on the Property.

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

## 8. HAZARDOUS SUBSTANCES.

- 8.1 Except as previously disclosed to you in writing, I represent and warrant to you that no hazardous substance is stored, located, used or produced on the Property, and that to the best of my knowledge, after due and diligent inquiry, no hazardous substance is stored, located, used or produced on any adjacent Property, nor has any hazardous substance been stored, located, used, produced, or released 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 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 hazarcous 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.
- 8.41 will indemnify and hold you harmless from and against any and all claims, demands, liabilities, lawsuits and other proceedings, damages, losses, liens, penalties, fines, clean-up and other costs, expenses, and attorney fees (including any on appeal or review) arising directly or indirectly from or out of, or in any way connected with (i) the breach of any representation, warranty, covenant, or agreement concerning hazardous substances contained in this Deed of Trust or in any other document executed by me in connection with the debt secured by this Deed of Trust; (ii) any release onto or under the Property or other property of any hazardous substance that occurs as a direct or indirect result of acts or omissions by me or my agents or independent contractors; and (iii) any release onto or under the Property of any hazardous substance that occurs during my ownership, possession, or control of the Property.
- 8.5 If you shall at any time, through the exercise of any of your remedies under this Deed of Trust, or by taking a deed in lieu of foreclosure, hold title to or own the Property in your own right, you may, at your option, convey the Property to me. I covenant and agree that I shall accept delivery of any instrument of conveyance and resume ownership of the Property in the event you exercise your option hereunder to convey the Property to me. You, at your sole discretion, shall have the right to record any instrument conveying the Property to me and such recordation shall be deemed acceptance by me of the instrument and the conveyance.



## DEED OF TRUST LINE OF CREDIT INSTRUMENT

&6 All of my representations, warranties, covenants and agreements contained in this Deed of Trust regarding any hazardous substance, including but not limited to my agreement to accept conveyance of the Property from you and to resume ownership, shall survive foreclosure of this Deed of Trust or acceptance by you of a deed in lieu of foreclosure.

8.7 For purposes of this Deed of Trust, the term "hazardous substance" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material or hazardous, toxic or radioactive substance (or designated by any other similar term) by any applicable federal, state or local statute, regulation or ordinance now in effect or in effect at any time during either the term of this Deed of Trust or the period of time I remain in possession, custody, or control of the Property following either foreclosure of this Deed of Trust or acceptance by you of a deed in fleu of foreclosure.

9. SATISFACTION OF DEED OF TRUST. When the Note or Credit Agreement or both, as applicable, are completely paid off and the Credit Agreement, as applicable, is cancelled and terminated as to any future loans, I understand that you will request Trustee to reconvey, without warranty, the Property to the person legally entitled thereto. I will pay Trustee a reasonable fee for preparation and execution of the reconveyance instrument and I will record the reconveyance at my expense.

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

11. OREGON LAW APPLIES. This Deed of Trust will be governed by Oregon

12 NAMES OF PARTIES. In this Deed of Trust "I", "me" and "my" mean

	Grantor(s), and "you" and "your" mean Beneficiary/Lender.
I agree to all the terms of this Deed of Trust.	
S) 2. C/14-	こうしょしょ
Grantor Lance E Watson	Grantor Ken T Water
Tance E Watson	Grantor Kem T Watson
Grantor	Grantor
#####################################	
INDIVIDUAL A	CKNOWLEDGMENT
STATE OF OREGON KROWNEY )	
) ss.	July 1, 1994
county of Alamater)	Date
Personally appeared the above named Lance E Watson and I	Kem T Watson
and acknowledged the foregoing Deed of Trust to be	
	Before me:
	· taluant Olede
OFFICIAL SEAL PATRICIA J. THEDE	Notary Public for Oregon
NOTARY PUBLIC-OREGON COMMISSION NO. 019681	My commission expires: 11-3-96
AV COMMISSION EXPIRES NOV. 3, 1998	
REQUEST FOR	RECONVEYANCE
TO TRUSTEE:	
The undersigned is the holder of the Note or Credit Agreement or both, a	as applicable, secured by this Deed of Trust. The entire obligation evidenced by ther indebtedness secured by this Deed of Trust, have been paid in full. You are
nereby directed to cancel the Note or Credit Agreement or both, as app	plicable, and this Deed of Trust, which are delivered berewith, 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.
<u> 됐다. 마</u> 양도 이 마이 이 나타를 하는데 그리고 하다.	
Date:	- Signature:
孝潔을 지고하는 그 이 분들은 장면 되는 것을 하는 것을 받았다.	
STATE OF OREGON: COUNTY OF KLAMATH; ss.	수 대통한 교육 그는 사람들이 되었다. 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그
Filed for record at request ofU.S. Bank	
of Aug A.D., 19 94 at 9:40	the 4th day o'clock A.M., and duly recorded in Vol. M94
of Mortgages	on Page <u>24011</u>
FEE \$20.00	Evelyn Biehn · County Clerk
FEE \$20.00	By Dauline Millendore