DEPARA CEEC

## DEED OF TRUST LINE OF CREDIT INSTRUMENT

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Actions: 35395 Modes PT No. Chilasula, OR 19524  United States National US, Bank of Washington, Authory J Grossman  Address: 35398 Modes Pt Rd. Chilaguin OR 97624  Address: Pp. Bex 3175  Bank of Washington, Astronomy J Brown of Washington, Astronomy J Brown of Washington, Astronomy J Brown of Washington, Address: Pp. Bex 3175  Bank of Washington, Astronomy J Brown of Washington, Address: Pp. Bex 3175  Box 3147  Fortland OR 97624  Address: Pp. Bex 3175  Box 3147  Fortland OR 97624  Address: Pp. Bex 3175  Fortland OR 97624  Address: Pp. Bex 3175  Fortland OR 97628  SEE ATTACHED EXHIBST A A  County, State of Or executed in Klassatt.  County, State of Or executed in Exhibit A which is attached beverbeantly this reference incorporated breein, and all baldings and other improvements and for mere later location the Property all referred to in this Deced of Titusts of the Property). I selected my wasting and future load minst from the Property as additional security for the odol described below, regree that I will be legally blood by all the terms stated in this of Titust.  2. pears Sections. This Deced of Trust secures the following:  A The payment of the principal, interest, credit report tees, late Charges, attending tees (recluding any on appeal or review), coil coates, and any-and all other amounts, single public and any activities and any and all other amounts, single public and any activities and any and all other amounts, single public and any activities and any and all other amounts, single public and any activities and acti	Anthony J Grossman and	
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Anthony J Grossman  United States National: Bank of Grand  United States National: Address: Chillequin No. 97524  Linited States National: Bank of Washington, Bank of Washington, Address: P O Box 3175  Fortland On 97208-3176  Address: P O Box 3175  Fortland On 97208-3176  Address: P O Box 3176  Fortland On	교실 시간 등 등급하면 4 상업으로 결혼하는 경영화학교로 내용 학급이 학교 단학을 무워한 수 없는 것이다.	Chilaguin OR 97624
United States National   Address: P 0 8px 3175    U.S. Bank of Washington   Address: P 1 8px 415    U.S. Bank of Washington   Address: P 1 8px 415    U.S. Bank of Washington   Address: P 1 8px 415    U.S. Bank of Washington   Address: P 1 8px 415    U.S. Bank of Washington   Address: P 1 8px 415    U.S. Bank of Washington   Address: P 1 8px 415    U.S. Bank of Washington   Address: P 1 8px 415    U.S. Bank of W	Anthony J Grossman	Address: 36395 Modoc Pt Rd
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U.S. Bank of Washington, Address: PCIBAR 2842.  National Association. Address: PCIBAR 2842.  For I and Or 97208.  For I and Or 97208.  Cannot provide the property of a control Number 19574 8229401   located in Klamath County, State of Or or secretively discretized as follows.  SEE. ATTACHEDE SKHIBIT 4.  SEE ATTACHED SKHIBIT	lar and a large come significant polysters (National) (1978)	P O Box 3176
U.S. Bank of Weshington, Address Dr. Bax 3347.  ROBERT OF DEED OF TRUST by signing below is control. I trisvocably grant, bergain, sell and convey to Trustee, in trust, with power of sall pillowing property. Sex Account Number 19514 R29481 Iccated inKLaisattCounty, State of Or one payriturerly described as following.  SEE. ATTACHED. EXHIBIT A.  Or as described on Exhibit A, which is attached hereto and by this reference incorporated herein, and all buildings and other improvements and following or late located on the Property sea additional security for the debt described below. Fagues that I will be legally bound by all the terms attacked in the foreign and fronts from the Property as additional security for the debt described below. Fagues that I will be legally bound by all the terms stated in this of Trust.  2 DEET SECURED. This Deed of Trust secures the following:  A. The payment of the principal, interest, credit report, fase, false charges, alternayor, feet, finabuling any on appeal or review), cold costs, and any and all other amounts, owing the same and the property of the principal amount of \$ 10,804.12 August 5,159.4 Signed byAnthony Signed b	Seneficiary/(Lender): Banks of Oregon	Audi 655.
Address: PLLLAR SASALARIA ASSACLATION.  ROATH OF DEBUG TRUST. 99 signing below is Cranicy. Tirrivivably grant, bergain, sell and convey to Trustee, in rust, with power of sall collowing property. Tax Account Number 19574 R25461   located in _K. Lasast County, State of Or Debug of Trust and State of Debug of the Property and all buildings and other improvements and for more particularly described as follows:  SEEL ATTACHED EMHIBIT 1A.  2 DEBT SECURED, This Deed of Trust secures the following:  A Trust of the Property as additional security for the obot described below. Fagree that I will be legally bound by all the forms stated in this of Trust.  2 DEBT SECURED, This Deed of Trust secures the following:  A Tax payment of the principal, interest, credit report, less, fate charges, attempty; less discluding any on appeal or review), coll costs, and any and all other remounts, owing, under, a roots with an ordiginal periodic amount of \$ 10,804.12.  August 5, 1994 _ signed by ARThony, a Great and Secure of the Secure of	U.S. Bank of Washington, or common by	
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L CRANT OF DEED OF TRUST 5y signing below as Grantor, I irrevocably grant, bergain, sell and convey to Trustee, in trust, with power of sale plowing property, Tax Account Number 1857.4, 8229461   located in	sit over the manufacture and out out from the own version of	Portland Or. 9/208
SEES ATTACHED. EXHIBIT A  or as described on Exhibit A, which is attached hereto and by this reference incorporated herein, and all buildings and other improvements and finoncer later located on the Property (all referred to in this Deed of Trust as The Property). I also benefity assign to Lender any existing and future is and rents from the Property as additional security for the debt described below. Fagree that I will be legally bound by all the terms estated in this of Trust.  2 DEBT SECURED. This Deed of Trust secures the following:  ☐ a. The payment of the principal, interest, credit report, fees, late charges, attornayor fees (including any on appeal or review), coil costs, and any and all other amounts, owing under, as none with an original, principal, amount of. \$ 10,804.12. August 5, 1894  and payable to Lender, on which the last payment is due. "August 16, 2004." as well as the following obligations, (collectively) Notor):  (collectively) Notor):  (collectively) Notor):  (I) In the payment of all amounts that are payable to Lender at any time under a date of any impath. The words *LINE-OF CREDIT** INSTRUMENT**, do not apply to this Deed of Trust if this paragraph checked, unless paragraph 2b. also othercied.  ☐ b. The payment of all amounts that are payable to Lender at any time under a dated.  ☐ b. The payment of all amounts that are payable to Lender at any time under a dated.  ☐ b. The payment of all amounts that are payable to Lender at any time under a dated.  ☐ b. The payment of all amounts that are payable to Lender at any time under a dated.  ☐ b. The payment of all amounts that are payable to Lender at any time under a dated.  ☐ b. The payment of all amounts that are payable to Lender at any time under a dated.  ☐ b. The payment of all amounts that are payable to Lender at any time under the credit Agreement. The payment of all amounts that are payable to Lender at any time under the Agreement, the payment of all interest, credit payers, which begins on the above-indicated date of the Credi	willing to the local lands to each the analysis of the trive (1994) for a 1900 fill of	If advances Tourise in trust with nower of sale, the
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### DEED OF TRUST LINE OF CREDIT INSTRUMENT

#### 3. INSURANCE, LIENS, AND UPKEEP.

3.1 Lwill 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:

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

#### KEY CORP MTG

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.

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- 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 credit. 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 is 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
- a. If all or any part of the Property, or an interest in the Property, is sold or transferred: 15 6000 a
  - 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; an administration as alleed to anciente say his
  - d. If I die;
  - e. If I fail 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 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.

- 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 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.

#### 8. HAZÁRDOUS 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 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 Lwill 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.

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## DEED OF TRUST LINE OF CREDIT INSTRUMENT

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 Dead of Trust or acceptance by you of a dead 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 lieu 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 applicable, is cancelled and terminated as to any nuture 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 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

I agree to all the terms of this Deed of Trust. Grantor(s), and "you" and "your" mean Beneficiary/Lender. Grantor Anthony J Grossman Dahy J. Grossman Grantor Grantor Grantor INDIVIDUAL ACKNOWLEDGMENT STATE OF OREGON County of Klamath Personally appeared the above named Anthony J Grossman and Mary J Grossman voluntary act.

> OFFICIAL SEAL
> BRIDGITTE E. CALLAGHAN
> NOTARY PUBLIC-OREGON
> COMMISSION NO. 018593 MY COMMISSION EXPIRES SEPT. 24, 1936

Before me:

My commission expires: 09-24-94

## 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 indebtodages accuracy to 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 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 the Note or Credit Agreement or Doth, as applicable, together with all other inceptedness secured by this beed of Trust, have been paid in tull. You are being 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.

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# EXHIBITA

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A TRACT LAND IN LOT 9 OF SECTION 7, TOWNSHIP 35 SOUTH: RANGE 7 DESCRIBED AS FOLLOWS: BEGINNING AT A COLORS:	
EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEGINNING AT A COAST GEODETIC SUBJECT OF THE WILLAMETE MERIDIAN. KLAMATH COUNTY, OREGON, CORNER OF SAME	
CORNED OF COAST GEODETIC CO.	Complete of the second
CORNER OF SAID LOT 9. THENCE WEST 569.5 FEET TO A STEEL PIN- THENCE SOUTH 173.4 FEET TO THE TRUE POINT OF BEGINNING.	
THENCE YOUR THENCE SOUTH TO BE FOR HIT OF BEGINNERS	
EAST 208.5 FEET; THENCE SOUTH 209 FEET; THENCE WEST 569.5 FEET TO A STEEL PIN; THENCE NORTH A DISTANCE OF 209 FEET; THENCE WEST 208.5 FEET; CODE NO. 118, KEY NO. 229461, ACCT. NO. 3507 00780 00300	
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Mary & Grossman	and the
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$\bigcirc \mathcal{D}_{\mathbf{v}}$	<i>]\</i> 8'
State of Oregon;	
County of Klamath ) ss.	
대한 경기 시민 등 기를 잃고 있다면 하고 있다면 생활들이 모르고 한 경기를 받는다는 것이 없다.	
Personally appeared the above named Anthony J Grossmand acknowledged the foregoing Exhibit A to be their	
and acknowledged the foregoing Exhibit A	in and Mary to
and acknowledged the above named Anthony J Grossmann and acknowledged the foregoing Exhibit A to be their	voluntary act.
MOTARY PURI MORRAN Defore me: Bud	the Wall
My commission expires	3 09-24-96
사 전 5명 (1986년) - 1일	
STATE OF OREGON: COUNTY OF KLAMATH: ss.	
Filed C. T.	보기 교육 전투 전투 경기 : 기계 기계 기

o'clock A M., and duly recorded in Vol. M94

on Page 25264

Evelyn Biehn County Clerk

By Docume Methods

Filed for record at request of US Bank of Aug A.D., 19 94 at 9:33

FEE \$25.00

Mortgages