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	Seneficiary/("Lender")	United State Bank of Orea	National	Acdress: 604 Mt Whitney Klamath Falls OR 97601
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n,	THE WESTERIA	Count Number136	V as Grantor, I im	Portland Or 97208
	THE WESTERLY F	ECTANGULAR 11	5' FEET! OF	LOT 4 AND ALL OF LOT 5,
	OF KLANA	T ADDITION TO	THE CITY C	LOT 4 AND ALL OF LOT 5, DF KLAMATH FALLS, IN THE COUNTY
ora: now	described on Exhibit A,	which is attached bor	ta Line terre	e ence incorporated here:n, and all buildings and other improvements and fixtures It fas "the Property"). Falso hereby assign to Lender any existing and fixtures it ed below: Fagree that I will be there
and	ents from the Property	operty (all referred to	and by this rel this Deed of Tri this Deed of Tri	te ence incorporated herein, and all buildings and other improvements and fixtures that f as "the Property"). Falso hereby assign to Lender any existing and future leases it ed below: I agree that I will be legally bound by all the terms stated in this Deed
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g. If I become insolvent or bankrupt;

under my land sale contract, or forecloses any Permitted Lien or i. If I fail to keep any agreement or breach the warranties,

h. If any person forecloses or declares a forfeiture on the Property

liens, other than this Deed of Trust and other Permit tod Liens I have

f. If 1 to not keep the Property free of deeds of trust, mortgages and

e. If I fail to pay taxes or any debts that might become a lien on the

a. If all or any part of the Property, or an interest in the Property, is fail to maintain required insurance on the Property; c. If I commit waste on the Property or otherwise distructively use or fail to maintain the Property; d if I die;

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:

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;

connection with my loan application, the Note  $(\tau Credit Agreement, t)$ 

recording fees and other fees and costs involved

6.2 fil commit fraud or make any material ri srepresentation in or if the audit reveals a default pertaining to hazardous substances. If I Deec of Trust, or any aspect of my line of cred t. For example, it will be refuse to permit you or your representatives to conduct an environmental audit on the Property, you may specifically enforce a default if I give you a false financial statement,  $\alpha$  if I do not tell you 8.4 I will indemnify and hold you harmless from and against any and all

6. DEFAULT. It will be a default: 6.1 f you do not receive any payment on the (lebt  $\epsilon$  soured by this  $D_{3^k}\,d$ 

be necessary to perfect and preserve this Deex I of T ust and I will pay all

4. DUE ON SALE | agree that you may, at your ption, declare cu | and pa) able all sums secured by this Deed of Tust / all or any part c " the Proserty, or an interest in the Property, is solid or transferred. It you exercise the option to accelerate, I know that yo may use any ce ault ramedies permittac under this Deed of Trus. and applicable law. I now that you may exercise your rights under this due in sale provision achieves time all or any part of the Property, or an interest in the Property, is iold or transferred, whether or not you exercised ) our / ghts on any prev sus 5. PROTECTING YOUR INTEREST. I will do anything hat may now or it ter

3.4 if I do not do any of these things, you may to them and add the cost to the Note or Credit Agreement as actilicaple. I will pay the cost of your doing these whenever you ask, with | iter = it at the fixed or ( oating rate charged under the Note or Credit Agreen ant, whichever is sigher. Even If you do these things, my failure to ct them will be a c sfault under Section 6, and you may still use (the lights you have fir the

# prevent the removal of any of the improvement ts.

3.3 I will also keep the Property in good cur dition and repair and will

3.2 I will pay taxes and any debts that in ght become a lea on the Property, and will keep it free of trust cheds, mortgages and he is, other than yours and the Permitted Liens just desc ibed.

Property, except the following Permit ed Lin(s) TRANSAMERICA

The policy amount will be enough to pay it elentire amount a ving on the debt secured by this Deed of Truit or the insurable value of the Property, whichever is less, desphe ar / "co-insurance" x similar provision in the policy. The insurance policies will have you standard loss payable endorsement. No one but you las a mortgage or lier on the

3.11 will keep the Property insured by companies acceptable to you with fire and theft insurance, flood ins rance if the Property s located in any area which is, or hereafter will be lesignated as a special flood hazard prea, and extended coverage insur thce, if any, as to lows:

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HANK GEEL

3 INSURANCE, LIENS, AND UPKEEP.

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.

7.1 You may declare the entire secured debt immediately due and

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

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

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

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

& 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

8.2 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

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

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 c 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; (1i) 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

confractors; and (III) any release onto or under the Property of any 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 sale 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

Agreement, under the Note, and under this Deed of Trust.

expenses, on the debt secured by this Deed of Trust,

Credit Agreement.

control of the Property.

release of any hazardous substance.

8. HAZARDOUS SUBSTANCES.

payable all at once without notice.

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## DEED OF TRUST LINE OF CREDIT INSTRUMENT

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instrument and the conveyance.

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EANK.	LINE OF CREDIT INSTRUMEN
Lof my representations, warranties, covenants and upreements ined in this Deed of Trust regarding any hazardous substance, ling but not limited to my agreement to accept conve) ance of the rty from you and to resume ownership, shall survive forects sure of beed of Trust or acceptance by you of a deed in fleu of forect sure.	9. SAT II FACTION OF DEED OF TRUST. When the Note or Credit Agreement or both as applicable, are completely paid off and the Credit Agreement applicable, is cancelled and terminated as to any future loans, I underst that you will request Trustee to reconvey, without warranty, the Propert the postion legally entitled thereto. I will pay Trustee a reasonable fee prepare tion and execution of the reconveyance instrument and I will re- there conveyance at my expense.
beed of Trust or acceptance by second or purposes of this Deed of Trust, the term "hazardoun substance" is any substance or material defined or designated as hazardous or waste, hazardous or toxic material or hazardous, toxic or active substance (or designated by any other similar term by any active substance (or designated by any other similar term by any cable federal, state or local statute, regulation or ord nano now in ct or in effect at any time during either the term of this. Deed of t or the period of time i remain in possession, custody or pointrol of t or the period of time i toreclosure of this Deec of "rust or	the reconveyance at the exponent 10. CHANGE OF ADDRESS. I will give you my new address in wr when a er I move. You may give me any notices by regular mail at the address I have given you. 11. CF EGON LAW APPLIES. This Deed of Trust will be governed by Or law.
Be to all the terms of this Deed of Trust	- Glints G. Willhite
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To TRUSTEE  To TRUSTEE  To TRUSTEE  The undersigned is the holder of the Note or Credit large from the full for the Note or Credit large from the full for the Note or Credit large from the full large from	Pool in the provide secured by this Deed of Trust. The entire obligation end to the problem of the provide secured by this Deed of Trust. The entire obligation end the provide secured by this Deed of Trust. The entire obligation end the provide secured by this Deed of Trust. The entire obligation end the provide secured by this Deed of Trust. The entire obligation end the provide secured by this Deed of Trust. The entire obligation end the provide secured by this Deed of Trust. The entire obligation end the provide secured by this Deed of Trust. The entire obligation end the provide secured by this Deed of Trust. The entire obligation end the provide secured by the provi
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The undersigned is the holder of the Note or Credit Agreement or both, without warranty, all the estate new held by you under the Deed of	SS.  Here is that is the person of persons legally entitled thereto.  Signature:  Label 1990 the person of persons legally entitled thereto.  Signature:  SS.  Here is thank the person of the person
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rsonally appeared the above named	SS. U.S. J. Ink
STATIS OF OREGON: COUNTY OF KLAMA/ H:     Filed for record at request of    A.D., 19 _34AD.	Before me: Before me: Buich the Market of Cregon My commission expires: 9-26-64 My commission expires: 9-26-64 FOR RE CONVEYANCE TFOR RE CONVEYANCE both, as a splicable, secured by this Deed of Trust. The entire obligation e th all oth a indebtedness secured by this Deed of Trust, have been paid in a sapplic ble, and this Deed of Trust, which are delivered herewith, and to of Trust to the person or persons legally entitled thereto. Signature: SS. U.S. <u>Bunk</u> the <u>list</u> 9:32 . o'clock <u>A.M.</u> , and duly recorded in Vol. <u>M94</u> isages <u>on Page 27374</u> .
The undersigned is the holder of the Note or Credit Agree ment or the Note or Credit Agreement or both, as applicable, toy ther with hereby directed to cancel the Note or Credit Agree ment or both, as applicable, toy ther with hereby directed to cancel the Note or Credit Agree ment or both, as applicable is the state now held by you unvier the ended of the STATIB OF OREGON: COUNTY OF KLAMAK H: Filted for record at request ofA.D., 19 _94_ at	Image: Problem of the person or persons legally entitled thereto.

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