## DEED OF TRUST LINE OF CREDIT INSTRUMENT

HERMAN M LUNSFORD WHO ACCIVITED TITLE A	Date: August 12, 1994
HERMAN M LUNSFORD, JR. ALID . UANITA L	11/ 0/ 4012 27/11/19
Grantor(s): LUNSFORD	
HERMAN M LUNSFORD AND	Klimeth Falls OR 97603
Borrower (s :	Klameth Falls OR 97603
United States National	
Beneficiany/("Lender"): Bank of Oregon	Address: P O Box 3176
U.S. Bank of Washington	Port and OR 97208-3176
rustee: National Association	Address: PO Box 3347
CONTRACTOR OF STATE O	Portland Or 97208
What is the second of the seco	THE WAS LONG TO BE AND THE WEST OF THE WAS LABOUR.
more particularly described as follows: THE N 1/2 OF LOT 12, BLOCK 6, THIRD ADDITION	cated in Klamath County, State of Oregon,
IN THE COUNTY OF KLAMATH, STATE ( F OREGON	
By Community of the State of th	
er, et e	1969年 保健学に、1970年 1971年 1
or as described on Exhibit A, which is attached hereto and by this reference now or later located on the Property (all referred to in this Deed of Trust as and rents from the Property as additional security for the described be of Trust.	ne Property"). I also hereby assign to Lender any existing and future leases
2 DEBT SECURED. This Deed of Trust secures the followir g:	
a The payment of the principal, interest, cledit report fees, late-costs and any and all other amounts, owing under, a note with August 12, 1994, signed by Herman M. Luns.	
and payable to Lender, on which the last paymant indue Augusticollectively Note'):	1, 2004 , as well as the following obligations, if any
and any extensions and renewals of any length. The words "LINE OF CRED checked, unless paragraph 2.b. is also checked.	T INSTRUMENT" do not apply to this Deed of Trust if this paragraph 2.a. is
The payment of all amounts that are payable in Lender at any t	
datec , and any amendments the	reto ("Credit Agreement"), signed by
which Borrower may obtain (in accordance with the terms of the Credit maximum principal amount to be advanced and cutster ding at any one	greement) one or more loans from Lender on one or more occasions. The
	ears, which begins on the above-indicated date of the Credit Agreement, a nent period of indeterminate length during which Borrower must repay all
Agreement, the payment of all interest, credit report fees, late charge	ne payment of all loar's payable to Lender at any time under the Credit is, membership fees, a torneys' fees (including any on appeal or review), at any time under the Credit Agreement, and any extensions and renewals
security of this Deed of Trust, and the performance of injugovernants and repayment of any future advances, with interest thereon, made to Borrow	
The interest rate, payment terms and balance duri undire the Note or Cranegotiated in accordance with the terms of the Note and the Credit Agor both, as applicable.	tit Agreement or both, as applicable, may be indexed, adjusted, renewed or a sement and any extensions and renewals of the Note or Credit Agreement
After recording, return to:	THIS SPACE FOR RECORDER USE
U.S. Bank Consumer Finance Ctr.	The galletine of the second of the second
Part Hand OR 97208-3176: 348/15: 35 61 8181	r <del>e</del> ng Samer de de la company
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### DEED OF TRUST LINE OF CREDIT INSTRUMENT

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

3.1 I will keep the Property insured by companies, acceptable to you with fire and thelit 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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RED SHIELD INS

The policy amount will be enough to pay the entire amount  $\phi$  ring 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 andorsement. No one but you has a mortgage critien on the Property, except the following "Permitted Lien(s)":

HARLEY & MILLICENT LEWIS

- 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 I ens, 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 of 1 do not do any of these things, you may do them and as 1 the cost to the Note or Credit Agreement as applicable, I will pay it e cost of your doing these whenever you ask, with interest at the fixec in 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
- -L DUE ON SALE. I agree that you may, at your option, peclar 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 transfer ed. If you exercise the cot on to accelerate, I know that you may use any default remedies permitted under this fleed of Trust and applicable is w. I know that you may exercise your rights under this due on sale provi ion each time all or any part of the Property, or an interest in the Property, is sold cr transferred, whether or not you exercised your rights on any previous sales or transfers
- 5 PROTECTING YOUR INTEREST I will do anything that may no / or later be necessary to perfect and preserve this Deed of Trust and Livil pay all recording fees and other fees and costs involved.

#### 6 DEFAULT, I' will be a default:

- 6.1 If you do not receive any payment on the debt secure f by this Deed of Trust when it is due;
- 6.2 If I commit fraud or make any material misreprisen ation in connection with my loan application, the Note or Credit Agreement, trus Deed of Trush, or any aspect of my line of credit. For example, it will be a default if I give you a false 'inancial statement, or if I co 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 morey is brained from you through the Note or I ne of credit;
- 6.3 If any action or inaction by the 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. fil commit waste on the Property or otherwise destruct lely use or fail to maintain the Property; d. If I die:

  - e. If I fail to pay taxes or any debts that might become a lier on the Property;
- f. Hill do not keep the Property free of deeds of trust, mirtgages and liens, other than this Deed of Trust and other Permittee Lie 1 have already told you about;
- g. If I become insolvent or bankrupt.
- h. I' any person forecloses or declares a forfeiture on the Floperty 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 war anties, representations or covenants I am making to you in this I eed of Trust about hazardous substances on the Property.

- YOUR RIGHTS AFTER DEFAULT. After a default, you will have the fall owing rights and may use any one, or any combination of them, at any
  - 1.1 You may declare the entire secured debt immediately due and ayable all at once without notice.
  - .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 ale of the Property by advertisement and sale, you may sue for and 1 3 Cover from Borrower all amounts remaining under the Credit , greement, under the Note, and under this Deed of Trust.
  - 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 ε nount received, over and above costs of collection and other lawful ε openses, on the debt secured by this Deed of Trust.
- 7.51 will be liable for all reasonable collection costs you incur, to the f II extent allowed by law. If you foreclose this Deed of Trust either it dicially by sult in equity or nonjudicially by advertisement and sale, I \* Il also be liable for your reasonable attorney fees including any on a peal or review
- 7 3 You may use any other rights you have under the law, this Deed of ust, or other agreements, including but not limited to any Note or C edit Agreement.

#### 8. I ZARDOUS SUBSTANCES.

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- 1 Except as previously disclosed to you in writing, I represent and w grant to you that no hazardous substance is stored, located, used or a sourced on the Property, and that to the best of my knowledge, after i e and diligent inquiry, no hazardous substance is stored, located, Red or produced on any adjacent Property, nor has any hazardous a ostance been stored, located, used, produced, or released on the Property or any adjacent property prior to my ownership, possession or it itrol of the Property.
- Build not cause or permit any activity on the Property that directly or indirectly could result in the release of any hazardous substance or o or under the Property or any other property. I agree to provide of then notice to you immediately when I become aware that the Fir perty or any adjacent property is being or has been subjected to a ral sase of any hazardous substance.
- $\mathbb{R}.\mathfrak{T}$  You and your representatives may enter the Property at any time for I's purpose of conducting an environmental audit, committing only 5.1 h injury to the Propert / as may be necessary to conduct the audit. shall not be required to remedy any such injury or compensate me threfor. I shall cooperate in all respects in the performance of the autit. 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 the audit reveals a default pertaining to hazardous substances. If I refuse to permit you or your representatives to conduct an enuronmental audit on the Property, you may specifically enforce pix ormance of this provision.
- 8.4 will indemnify and hold you harmless from and against any and all cia ms, demands, liabilities, lawsuits and other proceedings, damages,  $\ensuremath{\text{lc}}$  is es, liens, penalties, fires, clean-up and other costs, expenses, and atterney fees (including any on appeal or review) arising directly or ind rectly from or out of, or in any way connected with (i) the breach of ary representation, warranty, covenant, or agreement concerning haz indous substances contained in this Deed of Trust or in any other deciment executed by me in connection with the debt secured by this Det 1 of Trust; (ii) any release onto or under the Property or other prix erty of any hazardous substance that occurs as a direct or indirect result of acts or omissions by me or my agents or independent ccs ractors; and (iii) any release onto or under the Property of any hez idous substance that occurs during my ownership, possession, or con rol of the Property.
- 8.5 f you shall at any time, through the exercise of any of your remades under this Deed of Trust, or by taking a deed in lieu of fore: losure, 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 own rship of the Property in the event you exercise your option here inder 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 ins to ament and the conveyance.

# BANK

## DEED OF TRUST LINE OF CREDIT INSTRUMENT

8.6 All of my representations, warranties, covenants and ag eements contained in this Deed of Trust regarding any hazardous a bstance, including but not limited to my agreem int accept conveyen to of the Property from you and to resume owners hip, hall survive forec osure of this Deed of Trust or acceptance by you of a cleed in lieu of for x losure.

8.7 For purposes of this Deed of Trust, he erm "hazardous su istance" means any substance or material defined or casignated as have dous or toxic waste hazardous or toxic majerial or hazardous, oxic or radioactive substance (or designated by any other similar ter to by any applicable federal, state or local statute, requilation or ordinar c a 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 polisession, custody, or an trol of the Property following either foreclosure > this Deed of Tust or acceptance by you of a deed in lieu of for close re.

l agree to all the terms of this Deed of Trust.

(rantor

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

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.

Grantor

INDIVIDUA - ACKNOWLEDGMENT

STATE OF OREGON

Country of Stamath

August 12, 1994

Personally appeared the above named Hernan M Lunsford and Juanita L Lunsford and acknowledged the foregoing Deed of Trust tote - voluntary act.



Before me

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## REQUEST FOR RECONVEYANCE

TO TRUSTEE

Grantor

The undersigned is the holder of the Note or Cradit, greement 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 ther indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel the Note or Credit A green ent or both, as at blicable, and this Deed of Trust, which are delivered herewith, and to reconvey. with out warranty, all the estate now held by you unck rithe Deed of Trus ito the person or persons legally entitled thereto.

Signature: ...

STATE OF OREGON: COUNTY OF KLAMATH

Filed for record at request of J.S. Bank of \_\_\_\_\_Sept. at 9:32 o'clock A M, and duly recorded in Vol. M94 \_ A.D., 19 <u>94</u> \_\_\_\_\_] fortgages on Page \_\_\_\_27377 Evelyn Biehn FEE \$20.00 County Clerk