HECORDATION REQUESTED BY:

South Valley State Bank Control of the State 801 Maio Street England 400 de Richard buna ous com inclue and projection is combined and the Kiemath Falls, OR 97801 WHEN RECORDED MAIL TO: 1999 1991 7415 MY LOUIS C INC ARTONIONE tiple that 1 20 South Valley State Bank 801 Main Street 19 with the end of the Klamath Falls, OR 97601 प्रदेश सुंदे । १८ अ.व. ०००० 李维。 J. 1880

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SEND TAX NOTICES TO:

James L Thompson aka Jim L Thompson 2810 Washburn Way Klamath Falis, OR 97603

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

LINE OF CREDIT DEED OF TRUST

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6.3

LINE OF CREDIT INSTRUMENT. (a) This Died of Trust is a LINE OF CREDIT INSTRUMENT. (b) The maximum principal amount to be advanced pursuant to the Note is \$200,000.00. (c) The term of the Note commences on the date of this Deed of Trust and ends on November 10, 2001.

THIS DEED OF TRUST IS DATED HOVEMBER 8, 1994, among James L Thompson aka Jim L Thompson , whose address is 2810 Washburn Way, #Jamath Falls, OR 97603 (referred to below as "Grantor"); South Valley State Bank, whose address is 801 Main Street, Klamath Falls, OR 97601 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and William P. Brandsness, whose address is 411 Pine Street, Klamath Falls, OF 97603 (referred to below as "1 rustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following cescribed real property, logether with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of vay, and appurten inces; all water, water rights and ditch rights (including stock in utilities with ditch or impation rights); and all other rights, royalt as, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Klamath County, State of Cregon (the "Real Property"):

See attached Exhibit A

The Real Property or its address in commonly known as 2810 Washburn Way, Klamath Falls, OR 97603.

Grantor presently assigns to Lender (also knownies Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the Rents and the Personal Property defined below.

DEFINITIONS. The following words shall have the following meaning a when used in this Dead of Trust. Terms not otherwise defined in this Dead of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Beneficiary. The word "Beneficiary" means South Valley State Eank, its successors and assigns. South Valley State Bank also is referred to as "Lender" in this Deed of Trust.

Borrower. The word "Borrower" means ϵ ach ϵ and every person or entity signing the Note, including without limitation James L Thompson.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisiors relating to the Personal Property and Rents.

Grantor. The word "Grantor" means any and call persons and entities executing this Deed of Trust, including without limitation James L Thompson aka Jim L Thompson. Any Grantor who sign is this Deed of Trust, but does not sign the Note, is signing this Deed of Trust only to grant and convey that Grantor's interest in the Real Property and to grant as ecurity interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

Guarantor. The word "Guarantor" means and includes without limitation, any and all guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" neans and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Granter or expenses incurred by Trustee or Lender to enforce obligations of Granter under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. In addition to the Note, the word "indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Demower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them, whether now a define; or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquilitated or unliquidated and whether Borrower may be liable individually or jointly with others, whether obligated as guarant or or otherwise, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means South Valley State Bank, its successors and assigns.

Note. The word "Note" means the Note dated November 8, 1994, in the principal amount of \$200,000.00 from Borrower to Lender, together with all renewals, extensions, mudifications, refinancings, and substitutions for the Note. The maturity date of the Note is November 10, 2001. The rate of interest on the Note is subject to indexing, adjustment, renewal, or renegotiation.

Personal Property. The words "Personal Property" mean all equipment, fodures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or a fixed to the Real Froperty; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means co lectivity the Real Prope ty and the Personal Property.

Real Property. The words "Real Property" maxin the property, indirects and rights described above in the "Conveyance and Grant" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with he Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means William P. Brandsness and any substitute or successor trustees.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMIENT OF THE INDESTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THE RELATED DECUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor wurrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the Lill prover and right to content into this Deed of Trust and to hypothecate the Property; (c) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (d) Lender has

CANTIDE CAREST LIBERAGE ABOUT BOTTOWAY (Inducting without limitation the credit worthings of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising 3 reason of any one action or anti-deficiency law, or any other law which may prevent Lender from bringing any action against Granter, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for may prevent Lender from bringing any action against Granter, including a calim for deficiency, before or after Lender's commencement or completion of any t reclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as off erwing provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and G antor shall strictly perform all their respective obligations under the Note, this Deed of Trust, and Deed of Trust as it becomes due, and Borrower and G antor shall strictly perform all their respective obligations under the Note, this Deed of Trust, and

POSS'ESSION AND MAINTENANCE OF THE PHOPERTY. Grantor and Borrower agree that Grantor's possession and use of the Property shall be governed by the following provisions:

Fossession and Use. Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property, (b) use, repeate or manage the Property, and (c) collect tray Rents from the Property. The following provisions relate to the use of the Property or to other operate or manage the Property, and (c) collect tray Rents from the Property. The following provisions relate to the use of the Property of to other operate or manage the Property. THIS INSTRUMENT IN VIOLATION INVIDENTIAL INSTRUMENT, THE PERSON ACQUIRING OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT TO VERIFY FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Duty to Maintein. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance

Duty to Maintein. Grantor shall maintain the Property in tenantable a condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

I tazardous Substances. The terms "hazardous waste," "hazardo is substance," "disposal," "release," and "threatened release," as used in this lead of Trust, shall have the same meanings is set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990, as amended, 42 U.S.C. Section 9601 et st.q. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99–499 1990, as amended, 42 U.S.C. Section 9601 et st.q. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99–499 1990, as amended, 42 U.S.C. Section 9601, et seq., or other applicable state or Federal taws, rules, or regulations adopted pursuant to any of the foregoing. The terms Section 6901, et seq., or other applicable state or Federal taws, rules, or regulations adopted pursuant to any of the foregoing. The terms hazardous waster and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof hazardous waster and "hazardous substance" in the first of the Property, there has been no and asbestos. Grantor represents and warrants to Lender that: (c) During the period of Grantor's ownership of the Property, there has been no and sunder, or about the Property, (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and curder, or about the Property, (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and aunder, or about the Property, (b) Grantor has no knowledge of, or release of any kind by hazardous waste or substance by any prior owners or occupants of the Property or (ii) any actual or threatened distingtion or claims of any kind by hazardous waste or substance on, under, or at out the Property in all decimal particular or the p

Nulsance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Emprovements. Grantor shull not demolish or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and its as ents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property in purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use of occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest im good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, including appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, including appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, including appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, including appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, including appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as Grantor has notified Lender in writing prior to doing sole and sole and sole appeals are not in the sole and sole and

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DLE ON SALE - CONSENT BY LENDER. Lanck-r may, at its opticin, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without the Lender's price written consent. If all or any part of the Real Property, or any interest in the Real Property. A "sale upon the sale or transfer, without the Lender's price written consent. If all or any part of the Real Property, or any interest in the Real Property. A "sale upon the sale or transfer, without he conveyance of Real Property or any right, tit a or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, install vent sale contract, and contract, for deed, leasehold interest with a term greater than three involuntary; whether by outright sale, deed, install vent sale contract, and contract, or outract for deed, leasehold interest with a term greater than three involuntary; whether by outright sale, deed, install vent sale contract, and contract, or by sale, a ssign ment, or transfer or any beneficial interest in or to any land trust holding title to the Real Property, or (3) years, lease-option contract, or by sale, a ssign ment, or transfer or any beneficial interest in or to any land trust holding title to the Real Property, or (3) years, lease-option contract, or by sale, a ssign ment, or transfer or any beneficial interest in or to any land trust holding title to the Real Property, or (3) years, lease-option contract, or by sale, a ssign ment, or transfer or any beneficial interest in or to any land trust holding title to the Real Property or any beneficial interest in or to any land trust holding title to the Real Property or any beneficial interest in or to any land trust holding title to the Real Property or any beneficial interest in or to any land trust holding title to the Real Property or any interests.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Deed of Trust

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material turnished to the Property. Grantor shall in aintain the Property free of all liens having priority over or equal to the interest of rendered or material turnished to the Property. Grantor shall in aintain the Property free of all liens having priority over or equal to the interest of rendered or material turnished to the Property. Grantor shall in aintain the Property free of all liens having priority over or equal to the interest of rendered or material turnished to the Property. Grantor shall in aintain the Property free of all liens having priority over or equal to the interest of rendered or material turnished to the Property. Grantor shall in aintain the Property free of all liens having priority over or equal to the interest of rendered or material turnished to the Property.

Right To Contest. Grantor may withhold pryment of any tax, issessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardiced. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen pay, so long as Lender's interest in the Property is not jeopardiced. If a lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien amount sufficient requested by Lender, deposit with Lender as no a sufficient or property bond or other security satisfactory to Lender in an amount sufficient requested by Lender, deposit with Lender as not a sufficient or property is not a charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and I ender and shall a listy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond it mished in the contest proceedings. name Lender as an additional obligee under any surely bond it mished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate government it of that to deliver to Lender at any time a written statement of the taxes and assessments against the

Notice of Construction. Grantor shall notify Lender at least filteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, materials and the cost exceeds \$1,000.00. Grantor will up an request of Lender turnish to Lender advance assurances satisfactory to Lender turnish to Lender advance assurances. that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The I sllovy ng provisions relating to insuring the Property are a part of this Deed of Trust.

Meintenance of insurance. Grantor shall procure and main ain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage clause in favor of Lender, together with such other insurance, including but not limited to coinsurance clause, and with a standard mortgage clause in favor of Lender, together with such other insurance, including but not limited to coinsurance clause, and with a standard mortgage clause in favor of Lender, together with such other insurance, including but not limited to coinsurance that is the procure of Lender and several company of companies reasonably acceptable to Lender.

request of Lander, will deliver to Lender from time to time the policies of certificates of insurance in form satisfactory to Lender, including stipulating that coverages will not be cancelled or dimitished without at least ion (10) days' prior written notice to Lender. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood insurance to the extent such insurance is required by Lender and is or becomes available, for the term of the loan and is the full unpaid or incipal balance of the loan, or the maximum limit of coverage that is available, whichever

Application of Proceeds. Grar for shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$500.00. Lindor may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued ink rest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor is merestic may appear.

Unexpired insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any trustee's sale or other sale held under the provisions of this Deed of Trust, or at any foreclosure sale of such Property.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

EXPENDITURES BY LENDER. If Grantor (a is to comply with any provision of this Deed of Trust, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Linder expends in so do no will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by (trantor. All such expends es, at Lender's option, will (a) be payable on demand. (b) be added to the balance of the Note and be apportioned among and the payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) the treated as a balloon payment which will be due and payable at the Note's maturity. This Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled or account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it other wise, would have had.

WARRANTY; DEFENSE OF TITLE. This following provisions relating to ownership of the Property are a part of this Deed of Trust.

Title. Grantor warrants that: (a) (Iranker holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those sentort in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender

Defense of Title. Subject to the a copit on in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor sivalid effend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

CONDEMNATION. The following provisions relating to condem ation proceedings are a part of this Deed of Trust.

Application of Net Proceeds. If at or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in fleu of condemnation. Lender may at it selection require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERN∜ ENTAL AUTHORITIES. The following provisions relating to governmental texes, fees and charges are a part of this Deed of Trist:

Current Taxes, Fees and Charges. Up in request by Len fer, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, less, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this sex tion applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Dexid of Trust; (b) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same below unless Grantor either (a) pays the tax before it bear mes delinquent, or (b) contests the tax as provided above in the Texes and Liens section and deposits with Lender cas h or a sufficient corpora a surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of

Security Agreement. This instrume it shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lend x, Grantor shall so ecute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) citys after receipt of writts a demand from Lender.

Addresses. The mailing addresses of Crantor (debtor) or d Lender (secured party), from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-I V-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed

Further Ansurances. At any time, and it om time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or refecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor and Borrower uncer the Note; this Deed of Trust, and the Related Documents, and (b) the liens and security interests created by this Deed of Trust as first and prior tiens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by taw or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph. connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For six h purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose

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Page 4

of making, executing, delivering, fillnt, recording, and coing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower pays all the indebtedness when due, terminates the line of credit, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender-shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any mancing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance lee required by law shall be paid by Grantor, if permitted by applicable law.

DEFAULT. Each of the following, at this op 3 on of Lender, shell constitute an event of default ("Event of Default") under this Deed of Trust:

Default on Indebtedness. Failure of i3 prower to make any payment when due on the Indebtedness.

Default on Other Payments. Fail are or Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any ary to prevent filing of or to effect as charge of any lien.

Compliance Default. Failure to comply with any other tarm, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Ralated Documents. If such a failure is curable and if Grantor or Borrower has not been given a notice of a breach of the same provision of this Deed of Trust within the preciding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after Lander sends written notice demar ding cure of such allure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than steps sufficient to produce compliance as soon as mesons also practical. steps sufficient to produce compliance as soon as reasonably practical.

Breaches. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor or Borrower under this Deed of Trust, the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

insolvency. The insolvency of Grantor or Borrower, apple intent of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, the commence that of any procesting under any bankruptcy or insolvency laws by or against Grantor or Borrower, or the dissolution or termination of Grant or or Borrower's existance as a going business (if Grantor or Borrower is a business). Except to the extent prohibited by federal law or Oregon law, the death of Grant or or Borrower (if Grantor or Borrower is an individual) also shall constitute an Event of Default under this Deed of Trust.

Foreclosure, Forfeiture, etc. Comment sement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any gov immental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Crantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forefeiture proceeding, provided that Grantor gives Lender written no ice of such claim and furnishes reserves or a surely bond for the claim satisfactory to

Breach of Other Agreement. Any branch by Grantor or Sorrower under the terms of any other agreement between Grantor or Borrower and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor or Borrower & Lender, whether existing now or later.

Events Affecting Guarantor. Any of this preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor des or bacomes incompetent or any Guarantor revokes any guaranty of the Indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally it a obligations arising under the guaranty in a manner satisfactory to Lender, and, in

insecurity. Lender in good faith deems i self insecure.

RIGHTS AND REMEDIES ON DEFAUL1. Up in the occurrence of any Event of Default and at any time thereafter, Trustee or Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Born wer vould be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either a see in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosed by judicial foreclosure, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, a text on may issue for the amount of the unpaid balance of the judgment.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under

Collect Rents. Lender shall have the right, without notice to Grantor or Borrower, to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender ma, require any lenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall raits, the obligations to which the payments are made, whether or not any proper grounds for the demand response to Lender's demand shall raish, the colligations to which the payments are made, whether or not an existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property or acading foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. substantial amount. Employment by sender shall not disqually a person from serving as a receiver.

Tenancy of Sufference. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufference of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

Notice of Sale. Lender shall give Granter reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intervied disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. An / sale of Personal Property may be made in conjunction with any sale of the Real

Sale of the Property. To the extent permitted by applicable law, Grantor and Borrower hereby waive any and all rights to have the Property marshalled. In exercising its rights and remarked sales, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy provided in this Deed of Trust, the Note, in any Related Document, or provided by law shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor or Borrower under this Deed of Trust after tailure of Grantor or Borrower to perform shall not affect Lender ender a default and to exercise any of its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may ac [ludge reasonable as att priceys' fees at trial and on any appeal. Whether or not any court action is involved. recover such sum as the court may actilludge reasonable as all transpirities at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Len fer which in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of expenditure until repaid. Expenses cover d by this paragraph include, without limitation, however subject to any limits under applicable law, vacate any automatic stay or injunction; is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or title reports (including foreclosure reports), surveyors' reports, appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by annificable law. Grantor also will nave a vecant costs, in addition in all other sums provided by law. applicable law. Grantor also will pay a 1y co art costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duli is of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTIE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust.

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filling a map of plat of the Real Property, and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

GRANTOR:

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Obligations to Notify. Trustee shall not be a bigated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or 17 usies shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee that meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lende 's option, may from time to time appoint a successor Trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and record of in the office of the recorder of Klamath County, Oregon. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The six cessor trustee, wi hout conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice or der this Deed of Trust shall be in writing and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. For notice purposes, Grantor agrees to keep Lender and Trustee informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, togs ther with any Related D comments, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or an endment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other it an Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash eceipts from the Property less all cash expenditures made in connection with the operation of the Property.

Applicable Law. This Deed of Trust has tieen delivered to Lender and accepted by Lender in the State of Oregon. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Oregon.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate one state one state of this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties. All obligations of Grantor and Borrower under this Deed of Trust shall be joint and several, and all references to Borrower shall mean each and every Borrower, and all references to Borrower shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Deed of Trust.

Severability. If a court of competent jurisd ction finds any provision of this Deed of Trust to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be no diffied to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all (ther provisions of this 0 sed of Trust in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the imitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their succe sors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbeerance or extension without rele∉ sing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waivers and Consents. Lender shall not be deemed to hat a waived any rights under this Deed of Trust (or under the Related Documents) waivers and consents. Lender shall not the deemed to hat a waived any nights under this beed of trust (or under the related bottoments) unless such waiver is in writing and signed to / Lender. No deta / or one the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this beed of Trust shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a we'ver of any of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lander is required in this Deed of Trust, the granting of such consent by Lander in any instance shall not constitute continuing consent to sut sequent instances where such consent is required.

COMMERCIAL DEED OF TRUST. Grantor agrix's with Lender that this Deed of Trust is a commercial deed of trust and their Grantor will not change the use of the Property without Lender's prior written consent.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

	INDIVIDUAL	ACKNOWLEDGMENT
STATE OF ()Unon		
COUNTY OF Kamath) 8S)	
On this day before me, the undersigned Not	an, Public, personally	y appeared James L. Thompson aka Jim L. Thompson, to me known to be ti d acknowledged that he or she signed the Deed of Trust as his or her free ar
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DEED OF TRUST (Continued)

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REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid in full)

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EXHIBIT A

PARCEL 1:

A TRACT OF LAND SITUATE IN LOT 4, BLOCK 6, TRACT 1080, WASHBURN PARK, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 4 WHICH BEARS NORTH 0 DEGREES 04' 50" EAST A DISTANCE OF 51.29 FEET FROM THE IRON PIN MARKING THE SOUTHEAST CORNER OF SAID LOT 4; THENCE WEST A DISTANCE OF 249.36 FEET TO A POINT; THENCE NORTH 0 DEGREES 09' 45" LAST A DISTANCE OF 379.06 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID LOT 4; THENCE SOUTH 89 DEGREES 55' 10" EAST A DISTANCE OF 248.82 FEET T() THE IRON PIN MARKING THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 0 DEGREES 04' 50" WEST ALONG SAID EAST LINE OF LOT 4 A DISTANCE OF 378.71 FEET. MORE OR LESS. TO THE POINT OF BEGINNING.

PARCEL 2:

A TRACT OF LAND SITUATED IN LOTS 4 AND 5, BLOCK 6, TRACT 1080, WASHBURN PARK, ACCORDING TO THE OFFICIAL PLAT THERE OF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST CORNER COMMON TO SAID LOTS 4 AND 5; THENCE SOUTH 00 DEGREES 04' 50" WEST, ALCNG THE WESTERLY LINE OF WASHBURN WAY, 123.71 FEET; THENCE WEST 249.61 FEET; THENCE NORTH 00 DEGREES 09' 45" EAST 175.00 FEET; THENCE EAST 249.36 FEET TO SAID WESTERLY LINE OF WASHBURN WAY; THENCE SOUTH 00 DEGREES 04' 50" WEST 51.29 FEET TO THE POINT OF BEGINNING, CONTAINING 1.00 ACRE (43,600 SQUARE FEET) WITH BEAPINGS BASED ON THE SUBDIVISION PLAT OF SAID TRACT 1080, WASHBURN PARK.

PARCEL 3:

LOT 3, BLOCK 5, TRACT 1030, WASHBURN PARK, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

PARCEL 4:

STATE OF ODECOM- COUNTY OF VI AMIATLE

THE SOUTHERLY 220 FEET OF LOT 3 IN B OCK 6 OF TRACT 1080, WASHBURN PARK, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

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