LES EANE GARD

## DEED OF TRUST

growing the following special form	, , , D	ate: 1	November 4, 1994	
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CRAIG P CONNER AND KAREN M CONNER, HUSBAND AND WIFE	A	uddress -	3905 Mack Ave	
<b>X</b> (0).	£ =	ngtai T		
CRAIG P CONNER AND		Address -	3905 Mack Ave	
wer(s): KAREN M CONNER	1	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Klamath Falls OR 97603	
United States National	1.1		501 SE Hawthorne Blvd Ste 301	
Rank of Oregon	3 %	Addres::	Portland OR 97208-3176	
	-	a	A STATE OF THE CONTRACT OF THE	
U.S. Bank of Washington,	<del>70</del> -	Addres :	Portland Or, 97208	
	8 2 4			
RANT OF DEED OF TRUST. By signing below as Granto ; I'll	KOS = s		cell and convey to Trustee, in trust, with power of sal	e, the
RANT OF DEED OF TRUST. By signing below as Granto; I'll and the signing below as Granto; I'll and the signing property, Tax Account Number 3909 003DI -0	it wocably g	rant, berg ocatectic	Gain, Sen Zilo County, State of O	regon,
owing property, Tax Account Number 3909 003DI-0				4
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SEE: ATTACHED EXHIBIT: "A"	\$			,
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and the second second second second	e of			ivtires
The state of the s	ili Li Jäläranca	incorpor	ated herein, and all buildings and other improvements and t	leases
as described on Exhibit A, which is attached hereto and by the second of the property (all referred to in this fleet wor later located on the Property as additional security for the leb	of Trust as	"the Proo	erty). I also hereby assign to Lender any existing	is Deed
as described on Exhibit A, which is attached hereto and by the same of the Property (all referred to in this fleet on the Property as additional security for the second rents from the Property as additional security for the	lescribed b	pelow. ( iĝ	G.ee tust I will be reason.	- 4
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DEBT. SECURED. This Deed of Hust secure at the principal, interest, credit rep	tis	e charce	es, attorneys' fees (including any on appeal or review). Co	liection: dated
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cuits and any and all other amounts, owing under	11:		(TE	orrower")
		<del></del> ;	as the following obligation	s, if any
and payable to Lender, on which the last payment is (collectivel) Note"):	7.1	REDIT INS	STRUMENT do not apply to this Deed of Trust if this paragra	aph 2.a. is
The word				
and any extensions and renewals of any length, The word	1 0	: :	- 34 V 14 12 13	
checked, unless paragraph 200 to another			Agreement	
checked, unless paray april 2000 to the payable to	Lander at a	ny time t endmert	under a Equity Creditline Agreement s thereto ("Credit Agreement"), signed by	Borrower <sup>®</sup>
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### DEED OF TRUST

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

3.11 will keep the Property insured by companies acceptable to you with fire and theft insurance, flood insurance if the Property is localed in any area which is, or hereafter will be designated as a special flood hazard area, and extended coverage insurance, if any, as follows:

SAFECO

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)":

US BANCORP

- 3.2.1 will pay taxes and any debts that might become a lien on the Property, and will keep it free of trust deeds, mortgages and liens other than yours and the Permitted Liens just described.
- 3.3 I will also keep the Property in good condition and repair and will prevent the removal of any of the improvements.
- 3.4 If I do not do any of these things, you may do them and add if a 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 nigher. Even if you do these things, my failure to do them will be a refault under Section 6, and you may still use other rights you have or the refault.
- An DUE: ON SALE. I agree that you may, at your option, declare cue 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 provise on 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 o evious 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, i will be a default if I give you a false financial statement, or if I do not fell you the truth about my financial situation, about the Projecty that is subject to this Deed of Trust, or about my use of the money I cotained from you through the Note or line of credit;
- 6.3 If any action or inaction by me adversely affects your separity 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. If I commit waste on the Property or otherwise destructively 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 lien on the Property:
  - f. If I do not keep the Property free of deeds of trust; mortigiges 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 time
  - 7.1 Ku may declare the entire secured debt immediately due and payeb e 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 Yeu may foreclose this Deed of Trust under applicable law either judicially by suit in equity or nonjudicially by advertisement and sale.
  - 7.4 Y. u may have any rents from the Property collected and pay the amount received, over and above costs of collection and other lawful expanses, on the debt secured by this Deed of Trust.
  - 7.5 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 judic ally 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 Cred t Agreement.

#### 8. HAZA RDOUS SUBSTANCES.

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- 8.1 Except as previously disclosed to you in writing, I represent and warrent 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 cont of of the Property.
- 8.2.1 will not cause or permit any activity on the Property that directly or ir directly could result in the release of any hazardous substance onto or under the Property or any other property. I agree to provide writ en 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° ou 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 then afor. 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 on 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 will indemnify and hold you harmless from and against any and all claims, demands, liabilities, lawsuits and other proceedings, damages, loss es, 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 haz ardous 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 res it of acts or omissions by me or my agents or independent cor tractors; and (iii) any release onto or under the Property of any hazardous substance that occurs during my ownership, possession, or cor trol of the Property.
- 85 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 fix sclosure, 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 shull accept delivery of any instrument of conveyance and resume ownership of the Property in the event you exercise your option he eunder to convey the Property to me. You, at your sole discretion, shull have the right to record any instrument conveying the Property to me, and such recordation shall be deemed acceptance by me of the instrument and the conveyance.



#### DEED OF TRUST LINE OF CREDIT INSTRUMENT

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

8.7 For purposes of this Deed of Trust, the term "hazardous substante" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material or nazardous, toxic or radioactive substance (or designated by any other similar term) by  $\epsilon$ ny 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

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

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

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

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

acceptance by you or a deed in neg or torector are.	Grantor(s), and "you" and "your" mean Beneficiary/Lender.
l agree to all the terms of this Deed of Truit.	
Main 1. Con.	rel Lan m. Consu
Grantor Cyang P Conner	Grantor Karen M Conner
<u> </u>	
Grant or	Grantor
Grant or	
<del></del>	INDIVIDUAL / CKNOWLEDGMENT
	THE TOTAL ACTION OF THE TO
STATE OF OREGON	
county of Xlamath	November 4, 1994 >
Personally appeared the above named Crail P	Conner and Karen M Conner
and acknowledged the foregoing Deed of Trust to be	Their — voluntary act.
OFFICIAL SEAL  JOYE R. FORRESTER	Before me:
MOTABY PUBLIC - OREGON COMMISSION NO. 009789 MY CHAMISSION EXPIRES SEPT. 24, 1995	Notary Public for Oregon  My commission expires: Sept 24 1995
The state of the s	My commission expires: Sept 24 1995
	REQUEST FOR RECONVEYANCE
O TRUSTEE:	
The undersigned is the holder of the Note or Coadit 4.	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 other indebtedness secured by this Deed of Trust, have been said in full, you are

hereby directed to cancel the Note or Credit Agreement or both, as apolicable, and this Deed of Trust, which are delivered herewith, and to reconvey, without warranty, all the estate now held by you runck r the Deed of Trus tito the person or persons legally entitled thereto.

		- 6		
Date:			4.4	a.
Date	 			 Signature:
				 Orginator C.
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### TO DEED OF TRUST / LINE OF CREDIT MORTGAGE

A parcel of land situated in the SE1/4 of the SE1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Heridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point which lies North 1 degree 14' West a distance of 680.3 feet and South 89 degrees 26' West a distance of 913.0 feet from the iron pin which marks the section corner common to Sections 2, 3, 81 and 11, Township 39 South, Ranga 9 East of the Williamette Meridian, 82 degrees 26' West a distance of 67.00 feet; thence North 1 degree 14' RACTS; thence North 39 degrees 24 East along said boundary 67.00 feet; thence South 1 degree 14' East a distance of 143.9 feet, more or 143.9 feet, more of 143.9 feet, more

STATI	OF OREGON: COUNTY OF KLAMATH:	- '			
Filed (	for record at request of				
OI	ac al	0:23 cclock	Α	the 29th ly recorded in Vol. M94	dav
FEE	\$25.00	Mortgage s	on Page 36255 Evelyn Biehn	recorded in Vol. M94	
		В	y Quelone	County Clerk Mullenslare	