

DEED OF TRUST LINE OF CREDIT INSTRUMENT

and any extensions and renewals of any length. The words "LINE OF CREDIT INSTRUMENT" do not apply to this Deed of Trust if this paragraph? And any extensions and renewals of any length. The words "LINE OF CREDIT INSTRUMENT" do not apply to this Deed of Trust if this paragraph? About the payment of all amounts that are payable to Lender at any time under a Equity Creditline Agreement of the Credit Agreement and any riders or amendments thereto (Credit Agreement), signed by	TOWNER DOWNER OF THE STREET ST	Date: November 29, 1994
Borrower(s), DONALD R CADY Address: 17215 Freight Rd Lin United States National Klamath Fails OR 97601 Boneficiary/Clender): Bank of Oregon Advoss: 591 SE Hawthorne Blvd Sto 301 U.S. Bank of Washington, Portland OR 97208-3176 U.S. Bank of Washington, Portland OR 97208-3176 U.S. Bank of Washington, Portland OR 97208-3176 LOSANT OF DEED OF THUST. By signing below as Grantor, I irrevocably grant, bergain, sell and convey to Trustee; Intrust, wiin power of Incidening property, Tax Account Number 49729 Located in KLAMATH TOTAL COUNTY. State of County, State	Grantor(s): DUNALD R CADY	
United States National Beneficiary(Cender)_Bank of Oregon Address: 501 SE Hawthere Bivd Ste 301 U. S. Bank of Washington, Trustee: National Association U. S. Bank of Washington, Trustee: National Association Address: 501 SE Hawthere Bivd Ste 301 Address: FO. Box. 3347 Portland OR 57208 - 3176 I. CRANT OF DEED OF TRUST. By signing below as Gantor, i irrevocably grant, bargain, sell and convey to Inustee, in trust, with power of inclowing property. Tax Account Number 457529 , located in KLAMATH County State of County, State of KLAMATH County County, State of KLAMATH COUNTY CLERK OF KLAMATH COUNTY OREGON. Or as described on Exhabit A which is altached bresto and by this reference incorporated herein, and all buildings and other improvements and and rents from the Property of increased in this Second of Trust seed on the Property of increased on the Property of the debt discribed below. If agree that I will be legally bound by all the terms stated in the County of Trust secures the following: 2 DEBT SECURED. This Deed of Trust secures the following: and payable to Lender, on which the last payment is due. 3 Swell as the following obligations: 4 Sympayment of the principal, interest, credit report less, late charges, altoneys' fees (including any on appeal or review), coil contectively Note): 3 Swell as the following obligations: 4 Sympayment of the principal, interest, credit report less, late charges, altoneys' fees (including any on appeal or review), coil coilectively Note): 3 Swell as the following obligations: 4 Sympayment of the principal, interest, credit report less, late charges, altoneys' fees (including any on appeal or review), coil coilectively Note): 5 Sympayment of all amounts that are payable to Lender at any time under a Equity Creditiline Agreement. The Credit Agreement is one or more occasions. The maximum principal amount to be advanced and outstanding at any ore time pursuant dated. 5 The		and the state of t
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Trustee:		Address: 501 SE Hawthorne Blvd Ste 301
L. CRANT OF DEED OF TRUST. By signing below as Grantor, I irrevocably grant, burgain, sell and convey to Trustee, in trust, with power of inclouding property. Tax Account Number 487529 . focated in KLAMATH COUNTY (County, State of County, State	Trustee: National Association	
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1. GRANT OF DEED OF TRUST, by signing below as Cantor, I irrevocably grant, bargain, self and convey to Trustee, in trust, with power of ploowing properly. Ty ax Account Number 487529 [located in KLAMATH COUNTY COUNTY, State of KLAMATH RIVER ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. or as described on Exhibit A, which is attached heroto and by this reference incorporated herein, and all fluidings and other improvements and rand rents from the Property (all referred to in this Deed of Trust as "the Property)." I also hereby assign to Londor any existing and future of Trust. 2. DEBT SECURED. This Deed of Trust secures the following: [a the payment of the principal, interest, credit report fees, late charges, attorneys' fees (including any on appeal or review), coll costs and any and all other amounts, owing under all note with an original principal amount of \$		Portland Or 97208
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DEED OF TRUST LINE OF CREDIT INSTRUMENT

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 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:

STATE FARM INSURANCE

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)":

KLAMATH FIRST FEDERAL

- 3.2 I will pay taxes and any debts that might become a lien on the Property, and will keep it free of trust deeds, mortgages and liens, other than yours and the Permitted Liens just described.
- 3.3 I will also keep the Property in good condition and repair and will prevent the removal of any of the improvements.
- 3.4 If I do not do any of these things, you may do them and add the cost to the Note or Credit Agreement as applicable. I will pay the cost of your doing these whenever you ask, with interest at the fixed or floating rate charged under the Note or Credit Agreement, whichever is higher. Even if you do these things, my failure to do them will be a default under Section 6, and you may still use other rights you have for the default.
- 4. DUE ON SALE. I agree that you may, at your option, declare due and payable all sums secured by this Deed of Trust if all or any part of the Property, or an interest in the Property, is sold or transferred. If you exercise the option to accelerate, I know that you may use any default remedies permitted under this Deed of Trust and applicable law. I know that you may exercise your rights under this due on sale provision each time all or any part of the Property, or an interest in the Property, is sold or transferred, whether or not you exercised your rights on any previous sales or transfers.
- 5. PROTECTING YOUR INTEREST. I will do anything that may now or later be necessary to perfect and preserve this Deed of Trust and I will pay all recording fees and other fees and costs involved.

6. DEFAULT. It will be a default:

- 6.1 If you do not receive any payment on the debt secured by this Deed of Trust when it is due;
- 6.2 If I commit fraud or make any material misrepresentation in connection with my loan application, the Note or Credit Agreement, this Deed of Trust, or any aspect of my line of credit. For example, it will be a default if I give you a false financial statement, or if I'do not tell you the truth about my financial situation, about the Property that is subject to this Deed of Trust, or about my use of the money I obtained from you through the Note or line of credit;
- 6.3 If any action or inaction by me adversely affects your security for the Note or Credit Agreement, including, but not limited to, the
 - a. If all or any part of the Property, or an interest in the Property, is
 - b. If I fail to maintain required insurance on the Property; sold or transferred;
 - c. If I commit waste on the Property or otherwise destructively use or fail to maintain the Property;

 - e. If I fail to pay taxes or any debts that might become a lien on the
 - f. If I do not keep the Property free of deeds of trust, mortgages and liens, other than this Deed of Trust and other Permitted Liens I have already told you about;
 - g. If I become insolvent or bankrupt;
 - h. If any person forecloses or declares a forfeiture on the Property under any land sale contract, or forecloses any Permitted Lien or other lien on the Property; or
 - i. If I fail to keep any agreement or breach the warranties, representations or covenants I am making to you in this Deed of Trust about hazardous substances on the Property.

- 7. YOUR RIGHTS AFTER DEFAULT. After a default, you will have the following rights and may use any one, or any combination of them, at any
 - 7.1 You may declare the entire secured debt immediately due and payable all at once without notice.
 - 7.2 Subject to any limitations imposed by applicable law, either before or after a sale of the Property under a judicial foreclosure, or before a sale of the Property by advertisement and sale, you may sue for and recover from Borrower all amounts remaining under the Credit Agreement, under the Note, and under this Deed of Trust.
 - 7.3 You may foreclose this Deed of Trust under applicable law either judicially by suit in equity or nonjudicially by advertisement and sale.
 - 7.4 You may have any rents from the Property collected and pay the amount received, over and above costs of collection and other lawful expenses, on the debt secured by this Deed of Trust.
 - 7.5 I will be liable for all reasonable collection costs you incur, to the full extent allowed by law. If you foreclose this Deed of Trust either judicially by suit in equity or nonjudicially by advertisement and sale, I will also be liable for your reasonable attorney fees including any on appeal or review.
 - 7.6 You may use any other rights you have under the law, this Deed of Trust, or other agreements, including but not limited to any Note or Credit Agreement.

8. HAZARDOUS SUBSTANCES.

- 8.1 Except as previously disclosed to you in writing, I represent and warrant to you that no hazardous substance is stored, located, used or produced on the Property, and that to the best of my knowledge, after due and diligent inquiry, no hazardous substance is stored, located. used or produced on any adjacent Property, nor has any hazardous substance been stored, located, used, produced, or released on the Property or any adjacent property prior to my ownership, possession or control of the Property.
- 8.2 I will not cause or permit any activity on the Property that directly or indirectly could result in the release of any hazardous substance onto or under the Property or any other property. I agree to provide written notice to you immediately when I become aware that the Property or any adjacent property is being or has been subjected to a release of any hazardous substance.
- 8.3 You and your representatives may enter the Property at any time for the purpose of conducting an environmental audit, committing only such injury to the Property as may be necessary to conduct the audit. You shall not be required to remedy any such injury or compensate me therefor. I shall cooperate in all respects in the performance of the audit. I shall pay the costs of the audit if either a default exists under this Deed of Trust at the time you arrange to have the audit performed or if the audit reveals a default pertaining to hazardous substances. If i refuse to permit you or your representatives to conduct an environmental audit on the Property, you may specifically enforce performance of this provision.
- 8.41 will indemnify and hold you harmless from and against any and all claims, demands, liabilities, lawsuits and other proceedings, damages, losses, liens, penalties, fines, clean-up and other costs, expenses, and attorney fees (including any on appeal or review) arising directly or indirectly from or out of, or in any way connected with (i) the breach of any representation, warranty, covenant, or agreement concerning hazardous substances contained in this Deed of Trust or in any other document executed by me in connection with the debt secured by this Deed of Trust; (ii) any release onto or under the Property or other property of any hazardous substance that occurs as a direct or indirect result of acts or omissions by me or my agents or independent contractors; and (iii) any release cato or under the Property of any hazardous substance that occurs during my ownership, possession, or control of the Property.
 - 8.5 If you shall at any time, through the exercise of any of your remedies under this Deed of Trust, or by taking a deed in lieu of foreclosure, hold title to or own the Property in your own right, you may. at your option, convey the Property to me. I covenant and agree that I shall accept delivery of any instrument of conveyance and resume ownership of the Property in the event you exercise your option hereunder to convey the Property to me. You, at your sole discretion, shall have the right to record any instrument conveying the Property to me and such recordation shall be deemed acceptance by me of the instrument and the conveyance.

DEED OF TRUST LINE OF CREDIT INSTRUMENT

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

8.7 For purposes of this Deed of Trust, the term "hazardous substance" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material or hazardous, toxic or radioactive substance (or designated by any other similar term) by any applicable federal, state or local statute, regulation or ordinance now in effect or in effect at any time during either the term of this Deed of Trust or the period of time I remain in possession, custody, or control of the Property following either foreclosure of this Deed of Trust or acceptance by you of a deed in lieu of foreclosure.

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

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

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

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

I agree to all the terms of this Deed of Trust.	12. NAMES OF PARTIES. In this Deed of Trust "I", "me" and "my Grantor(s), and "you" and "your" mean Beneficiary/i ender
A Deed of Trust.	Grantor(s), and "you" and "your" mean Beneficiary/Lender.
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Grantor Donald R Cady	<u></u>
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	UAL ACKNOWLEDGMENT
STATE OF OREGON	
County of Klamath) ss.	
	11-29-94
Personally appeared the above named	Date
and acknowledged the foregoing Deed of Trust to be	
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Secretaria de la constitución de	Before me:
	Notange Meders
8985555 September 1988	Notary Public for Oregon
	My commission expires: 12-15-96
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TO TRUSTEE	OF RECONVEYANCE OFFICIAL SEAL CANDIS MEDIGER NOTARY PUBLIC-OREGON COMMISSION NO
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the Note or Credit Agreement	AY COMMISSION NO. 02c684 MY COMMISSION NO. 02c684 MY COMMISSION EXPIRES DEC. 15, 1996 It is a applicable, secured by this Deed of Trust. The entire obligation evidenced by obligable, and this Deed of Trust, which we been paid in full your secured by the secu
hereby directed to cancel the Note or or will cable, together with all	, as applicable, secured by this Deed of Trust
without warranty, all the estate now held by you under or both, as ap	Oplicable and this December 1 this Deed of Trust, the entire obligation evidenced by
without warranty, all the estate now held by you under the Deed of Trus Date:	as applicable, secured by this Deed of Trust. The entire obligation evidenced by other indebtedness secured by this Deed of Trust, have been paid in full. You are only the person or persons legally entitled thereto.
Date:	entitled thereto.
	- Signature:
STATE OF OREGON: COUNTY OF KLAMATH: ss.	
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