U B BANK,

DEED OF TRUST

Barrower(s), ERNA L STILLMAN Barrower(s), ERNA L STILLMAN United State: No long I U. S. Bank & Washing on Partial on 97209 U. S. Bank & Washing on Partial on 97209 U. S. Bank & Washing on Partial on 97209 I. GANT OF DEED 3* TRUST By signing below as Created. I Introduced by grant, bargoin, sell and convey to Trustee, in trust, with power of sale, tolerand property. To Account Namber553.921			Date: Dacember 14, 1994
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United States No. Ional Klamath Fails OR 97803 Beneficiary/Lender) Bank of Orego Address: P.O. Box 3176 U.S. Bank (Washing on Pertland OR 97208-3176 I. GANT OF DEED 3: TRUST. By signing below as invarion, linework by grant, begain, sell and convey to Trustee, in trust, with power of sale, lockwarp properly. To Account Number 183 9231 County, State of Oregon 197008 County State Oregon 197008 County State Oregon 197008 County State	Borrower(s): ERNA L STILLMAN		K amath Falls OR 97603
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Address: _PO_Bax_3247 Portland Or 97208	U.S. Bank - Washing o	n	Portland OR 97208-3176
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LINE OF CREDIT INSTRUMENT DEED OF TRUST

3. INSURANCE, LIENS, AND UPKEEP.

GE PANK.

3.11 will keep the Property insured by corn anies acceptable to you with fire and theft insurance, flood insurance if the Property's located in any area which is, or hereafter will be consignated as a social flood hazard area, and extended coverage in surside, if any, as folions:

The policy amount will be enough to pay the entire amount ow rijon the the policy amount will be enough to pay the entire amount own for the debt secured by this Deed of Trust or the insurable value of the Property, whichever is less, despite any 20-insurance or similar provision in the policy. The insurance policie, will have your a indeed and accomment No one but was here. loss payable andorsement. No one but you have a mortgage or lie 1 on the Property, except the following "Permitted lien/s":

- 2.2.1 will pay taxes and any debts that n ight become a lien on the Poperty, and will keep it free of trust deeds more pages and liens, a her trust describe:

24

- 3.: I will also keep the Property in good condition and repair and v ill prevent the removal of any of the improvements.
- 3.4 f I do not do any of these things, you may to the m and add the cit to to the Note or Credit Agraement as applicable. I vill pay the cost (your doing these whenever you ask, with interest at the fixed or float a rare charged under the Note or Credit Agreement, a lichever is higher Even if you do these things, my failure to do their will be a default Exon it you do these things, my randre to do their will be a deract under Section 6, and you may still use other right; you have for the
- 4. DUE ON SALE I agree that you may, at your cition, declare due and payable all sums securito by this Deed of Trust it all crany part of the Property, or an interest in the Property, is sold or true sferred. If you exercise the option to accelerate. I know that you may see any default emedies termitted under this Deed of Trust and at plicable law I know nat you may exercise your rights under this due on sale provision each time all crainy part of the Property, or an interest in the Fr perty, is sold or transferred, whether or not you exercised your rights or any previous
- 5. PROTECTING YOUR INTEREST. I will do anything that may now or later be necessary to perfect and preserve this Deed of Trus and will pay all
- 6. DEFAULT. It will be a default
- 6.1 If you conot receive any payment on the debt secured to this Deed
- 6.2 If I commit fraud or make any material misrep eser ation in connection with my loan application, the Note or Credit A reer ant, this Deed of Trust, or any aspect of my line of credit. For example and, this terms a default if 1 give you a false 'inancial statement, or if 100 nct tell you the truth about my financial situation, about the Protectly that subject to this Deed of Trust, or about my use of the money () tained
- £ 3 If any action in inaction by me adversely affects your lection by for the Note or Steelit Agreement including, but not limited in the
- a. If all or any part of the Protecty, or an interest in the 2 oper y, is). If I rail to mair tain required insurance on the Property:
- c. If I commit we ste on the Property of otherwise destructively ise or fall to maintail the Property;
- e. If I fail to pay taxes or any debts that might become a lie i on the
- f. 11 do not keep the Property free of deeds of trust, mortget es and iers, other than this Deed of Trust and other Permitted Liens I have (If I become inscluent or pankrup);
- h If any person (recloses or declares a 'or/eiture on the Property under any land sale contract, or forecloses any Permitted Lin or
- if I fall to keep any agreement or breach the warran les, representations or covenants I am making to you in this Deocl 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 sale or the property by advertisement and sale, you may see 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 | will be liable for all reasonable collection costs you incur, to the full extent a lowed by law. If you foreclose this Deed of Trust either judicially by suit in equity or nonjudicially by advertisement and sale, I will also be liable for your reasonable attorney fees including any on
- 7.6 You may use any other rights you have under the law, this Deed of Trust, or other agreements, including but not limited to any Note or Credit Agreement. B. HAZARDOUS SUBSTANCES.

- 8.1 Except as proviously 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 adjecent property prior to my ownership, possession or
- 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 hazardo is substance.
- 1.3 You and your representatives may enter the Property at any time for he purpose of conducting an environmental audit, committing only uch injury to the Froperty as may be necessary to conduct the audit. Su shall not be required to remedy any such injury or compensate me t erefor. I shall cooperate in all respects in the performance of the dit. I shall pay the cos s of the audit if either a default exists under is Deed of Trust at the time you arrange to have the audit performed of f the audit reveals a default pertaining to hazardous substances. If I the audit reveals a default pertaining to nazardous substances. If it is to permit you or your representatives to conduct an environmental audit on the Property, you may specifically enforce per ormance of this provision.
- 8.2 | will indemnify and hold you harmless from and against any and all clars, demands, liabilities, lawsuits and other proceedings, damages, los (s, liens, penalties, fines, clean-up and other costs, expenses, and attoring years, penames, mess, clean-up and other costs, expenses, and attoring years (including any on appeal or review) arising directly or indirectly from or out of, or in any way connected with (i) the breach of areas of areas of areas of areas of areas. any r presentation, warrant /, covenant, or agreement concerning haza c xus substances contained in this Deed of Trust or in any other
- docur1 int executed by me in connection with the debt secured by this Deed 0 Trust; (ii) any release onto or under the Property or other propert of any hazardous substance that occurs as a direct or indirect result (facts or omissions by me or my agents or independent contract xs; and (iii) any release onto or under the Property of any hazard Lis substance that occurs during my ownership, possession, or control) the Property.
- 8.5 If y x shall at any time, through the exercise of sn) of your remedies inder this Deed of Trust, or by taking a deed in lieu of ferreduct incer this been of trust, or by taking a used if neurol foreclost, a hold title to or own the Property in your own right, you may, at your oil on, convey the Property to me. I covenant and agree that I shall accide delivery of any instrument of conveyance and resume ownorship (r the Property in the event you exercise your option own range the property in the event you exercise your option are 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 ceemed acceptance by me of the instrument or 1 the conveyance.

DEED OF TRUS LINE OF CREDIT INSTRUMENT

8.6 Ali of my representations, wurranties, covenants and agreements contained in this Deed of Trust regarding any hazarco is substance, including but not limited to my ag een int to accept com syance of the Property from you and to resume a vnership, shall survive oreclosure of this Dead of Trust or acceptance by you of a deed in lieu of oreclosure.

8.7 For purposes of this Deed of Thist, the term "hazard(u ; substance" means any substance or material of fine or designated a pazardous or toxic waste, hazardous or toxic mat rial or hazard t s, toxic or radioactive) substance (or designate I by ny other similar I rm) by any applicable federal, state or local statute egulation or ordin ince now in effect or in effect at any time during einer the term of this Deed of rust or the period of time I remain in poss assion, custody, c control of the Property following either foreco

9. SATISFACTION OF DEED OF TRUST. When the Note or Credit Agreement or bo h, as applicable, are completely paid off 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 roture 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

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 ad ress I have given you.

11. ORE GON LAW APPLIES. This Dead of Trust will be governed by Oregon

acceptance by you of a deed in lieu of ore: I agree to all the terms of this Deed of	of this Deed c Trust or Deure.	12. NAMES OF PARTIES. In this Deed of Trust "I", "me" and "my" Grantor(s), and "your" mean Beneficiary/Lender.
Grantor Er 1a L Stillman	ust. 	Grantor(s), and "you" and "your" mean Beneficiary/Lender.
Grantor		Grantor
		Grantor
STATE OF OREGON	INDIVIDUA - ACKNON	VLEDGMENT
County of _Klamath)) ss.	
Pers anally appeared the above named Erns L and a cknowledged the foregoing Deed of Trust to be	')	Carol Coc. 14, 1994
Prince -	- — Volunt	ary act.
OFFICIAL SEAL CANDES MEDIGER NOTARY PUBLIC-OREGO A COMMISSION NO. 02068. MY CAMISSION POPERS DEC. 15, 1986		Commission expires: 12-15-96
		12-15-96
USTEE:	EQUEST FOR FECONVEY	
oundersigned is the holder of the Note or Credit Agree Note or Credit Agreement or both, as applicable	ment or both	

10	HUSTEE	:

The undersigned is the holder of the Note or Credit Agrici ment or both, as a opticable, secured by this Deed of Trust. The entire obligation evidenced by the Alass as Credit Agricians and the holder of the Note or Credit Agricians and the Holder of the Note or Credit Agricians and the Holder of the Note or Credit Agricians and the Holder of the Note or Credit Agricians and the Holder of the Note or Credit Agricians and the Holder of the Note or Credit Agricians and the Holder of the Note or Credit Agricians and the Holder of the Note or Credit Agricians and the Holder of the Note or Credit Agricians and the Holder of the Note or Credit Agricians and the Holder of the Note or Credit Agricians and the Holder of the Note or Credit Agricians and the Holder of the Note or Credit Agricians and the Holder of the Note or Credit Agricians and the Holder of the Note of Credit Agricians and the Holder of the Note of Credit Agricians and the Holder of the Note of Credit Agricians and the Holder of the Note of Credit Agricians and the Holder of the Note of Credit Agricians and the Not The undersigned is the holder of the Note or Credit Agreement or both, as a opticable, secured by this Deed of Trust. The entire obligation evidenced by the Note or Credit Agreement or both, as applicable, to the twith all oth the indebtedness secured by this Deed of Trust, have been paid in fulfill, You are without a variantly, all the estate now held by you und to the Deed of Trust to the person or persons legally entitled thereto. ! ignature: ____ STATE OF OREGON: COUNTY OF KLAMATH

Filed for ecord at request of

Jan A.D., 19 95 t 1:59 o'd ck P.M., and duly recorded in Vol. M95 FEE Bernetta G. Letsch \$20.00 _ day County Clerk