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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST IS DATED FEBRUARY 17, 1995, among Walter C Badorek and Sharon D Badorek, doing Business as Badorek Enterprises, an assumed business name, whose address is 4238 Onyx Ave, Klamath Falls, 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, OR 97603 (referred to below as

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, to and under the case described below of the following described real property, together with all existing or subsequently stock in utilities with dicto or impation rights; and all other rights, royalities, and appurienances; all water, water rights and ditch rights Grantor later acquires in the tee simple title to the land, subject to the Lease, and all minerals, oil, gas, geothermal and similar matters, in the later acquires of Oregon (the "Real Property").

A leasehold interest in Lot 2 in Block B, RECREATION CREEK, US FOREST SERVICE SUMMER HOME

The Real Property or its address is commonly known as 28415 Rocky Point Rd, Klamath Falls, OR 97601.

Grantor presently assigns to Lender (also known as 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

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed 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

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

Borrower. The word "Borrower" means each and every person or enlity signing the Note, including without limitation Badorek Enterprises.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes wilhout limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Grantor. The word "Grantor" means any and all persons and entities executing this Deed of Trust, including without limitation Walter C Baddrek and Sharon D Baddrek. Any Grantor who signs 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 a security 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, surelies, and accommodation parties in

Improvements. The word "Improvements" means 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 Trustee or Lender to enforce obligations of Grantor under this Deed of Trust,

Lease. The word "Lease" means the lease of the Property between U.S. Forest Service and Grantor.

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

4238 Onyx Ave

Klemath Falls, OR 97603

Note. The word "Note" means the Note dated February 17, 1995, in the principal amount of \$72,000.00 from Borrower to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. The maturity date of the Note is April 10, 1995. The rate of interest on the Note is subject to indexing, adjustment, renewal, or renegotiation.

Personal Property. The words "Personul Proderty" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, premiums) from any sale or other disposition or the Property. Property. The word "Property" means co lectivaly the Real Property and the Personal Property.

Real Property. The words "Real Property" meen the property, interests 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, environmental agreements, cuaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

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

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) PAVIAENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOIL OWING TERMS.

GRANTOR'S REPRESENTATIONS AND WARR ANTIES. Grantor warrents that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b). Grantor has the full power and right to enter into this Deed of Trust and to hypothecate the Property; (c) Grantor has established adequate means of obtaining from 8 orrower on a continuing basis information about Borrower's financial condition; and (d) Lender has exampled and the property of the pr

GRANTÓR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

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POSSESSION AND MAINTENANCE OF THE PROPERTY Granton and Borrower agree that Granton's possession and use of the Property shall be

Possession and Use. Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property, (b) use, operate or manage the Property, and. (c) collect any 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 any 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 any Rents from the Property DESCRIBED IN THIS INSTRUMENT IN VIOLATION INITIALITY OF THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES. governed by the following provisions:

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

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

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this property of Trust, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Llability Act of 1980, as amended, 42 U.S.C. Section 901, et seq., (TCERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99–499 (1980), as amended, 42 U.S.C. Section 901, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 801, et seq., or other applicable stars or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms (SARA), the Hazardous Master and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof hazardous waste and "hazardous substances" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof hazardous waste or substances by any bean no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substances by any obsent no use, generation, manufacture, storage, treatment, disposal, release or day hazardous waste or substances by any period of grantor substance by any period of any hazardous waste or substance in any procovers or substances and construction of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) and uses, generation, manufacture, storage, treatment, disposal, release, or threatened fittingation or claims release of any hazardous waste or substance on, under, or about the Property to make such inspections and tests; at Grantor's expense, as Lender applicable federal, state, and local laws, regulations and ordinances, including without

Nulsance, Waste. Grantor shall not cause, conduct or permit any nulsance 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 improvements. Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Hamoval of improvements. Grantor shall not demoish or remove any improvements from the Heal Property without the prior written consent of Lander. As a condition to the removal of an / 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 agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's Interests and to Inspect the Propert / for 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 Compliance with Governmental Requirements Granior shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good talth 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, lender's interests in the Property are not jeoperdized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unaitended 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.

COMPLIANCE WITH LEASE. Grantor will pay all rents and will strictly observe and perform on a timely basis all other terms, covenants, and conditions of the Lease. Grantor will indemnify and rold Lender harmless against all actions, proceedings, costs including attorneys fees, demands, and clamages whatsoever which may be incurred by reason of Grantor's failure to pay rents or strictly observe or perform under the Lease.

Other Agreements Relating to the Lease. Grantor further agrees (a) not to surrender, terminate, or cancel the Lease, and (b) not to modify, change, supplement, after, or amend the Lease, either orally or in writing, without Lender's prior written consent. Any attempt by Grantor to do any of the foregoing without Lender's prior written consent. Any attempt by Grantor to do any of the foregoing without Lender's prior written consent. All deposit with Lender of the foregoing without Lender's prior written consent will be void and of no force and effect. At Lender's option, Grantor will deposit with Lender as further security all original documents relating to the Lease and the leasehold interest in the Property. Unless Grantor is in breach or default of as further security all original documents relating to the Leasehold interest in the Property, change, supplement, after or amend the leasehold any of the terms contained in this Deed of Trust, Lender will have no right to cancel, modify, change, supplement, after or amend the leasehold premises, the leasehold estate, or any subleasehold estate, will merge without Lender's express written consent; rather these estates in the leadlord, Lender's express written consent; rather these astates will remain separate and distinct, even if there is a union of these estates in the landlord, Lender's express written consent; rather these astates will remain separate and distinct, even if there is a union of these estates in the landlord, Lender's express written consent; rather these astates will remain separate and distinct, even if there is a union of these estates in the landlord, and the property who purchases or other wise acquires the estates. Grantor further agrees that if Grantor acquires all or a portion of the fee Grantor acquires and other property. The time will a subject to the terms of the property is a state of the property in the property is a state of the property in the property in the property is a state of the property in the property in the property is a this Deed of Trust.

Notices Relating to the Lease. Grantor will promptly notify Lender in writing:

- (a) If Grantor is in default in the performance or observance of any of the terms, covenants, or conditions which Grantor is to perform or observe under the Lease;
- (b) If any event occurs which would constitute a default under the Lease;
- (c) If any notice of default is given to Grantor by the landlord under the Lease;
- (d) if pursuant to the Lease, any proceeds received for the Property are deposited with someone other than Lender, whether received from any insurance on the Property or from the taking of any or all of the Property by eminent domain; and
- (e) If any arbitration or appraisal preceedings are requested or instituted pursuant to the Lease.

Grantor agrees to provide Lender promptly with a copy of all written materials relating to any of the above and to provide Lender with such other information as Lender may reasonably request. Grantor agrees that promptly after the execution and delivery of this Deed of Trust, Grantor will notify the landlord under the Lease in writing of the execution and delivery of this Deed of Trust and of the name and address of Lender and will deliver a copy of this Deed of Trust to the landlord.

Option to Cure Lease Detault. Upon receipt by Lender of any written notice of default by Grantor under the Lease, Lender may, at Lender's option, cure such default, even though the existence of such default or the nature of the default be questioned or denied by Grantor or by any option, cure such default, even though the existence of such default or the nature of the default be questioned or denied by Grantor or by any option, cure such default, even though the existence of such default or the nature of the default by Grantor. Grantor expressly hereby grants to Lender the absolute and immediate right to enter upon the Property to such extent party on behalf of Grantor. Grantor expressly hereby grants to Lender the absolute and immediate right to enter upon the Property to such extent party on behalf of Grantor. Grantor expressly hereby grants to Lender the absolute and immediate right to enter upon the Property to such extent party on behalf of Grantor. Grantor expressly hereby grants to Lender the absolute and immediate right to enter upon the Property to such extent party on behalf of Grantor. Grantor expressly hereby grants to Lender the absolute and immediate right to enter upon the Property to such extent party on behalf of Grantor.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without the Lender's prior written consent, of 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 prior written consent, of all or any part of the Real Property, or any interest in the Real Property or transfer' means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or transfer' means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial interest with a term greater than three involuntary; whether by outright sale, deed, installment sale contract, and contract, contract for deed, leasehold interest with a term greater than three involuntary; whether by outright sale, deed, installment sale contract, and contract, contract for deed, leasehold interest with a term greater than three involuntary; whether by outright sale, deed, installment sale contract, and contract, contract for deed, leasehold interest with a term greater than three involuntary; whether by outright sale, deed, installment sale contract and contract, contract for deed, leasehold interest with a term greater than three involuntary; whether by outright sale, deed, installment sale contract and contract for deed, leasehold interest with a term greater than three involuntary; whether by outright sale, deed, installment sale contract and contract for deed, leasehold interest with a term greater than three involuntary.

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TAXES AND FIENS. The following provisions related 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 Lender under this Deed of Trust, except for the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Catalana and assessments not due and except as otherwise provided in this Deed of Trust.

Right To Contest. Grautor may withhold payment of any tax, assessments not due and except as otherwise provided in this beed or trust. Right To Contest. Grautor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property's not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or it a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or it of discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien, or if any contest, Grantor shall defand itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall satisfy any adverse judgment before enforcement against the Property. Grantor shall

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

Notice of Construction. Granter shall notify Lencer at least fifteen (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, or materials and the cost exceeds \$1,000.00. Granter will upon request of Lender furnish to Lender advance assurances satisfactory to Lender lands and will pay the cost of such improvements.

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the fitt insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of an accolinsurance clause, and with a standard mortgages clause in favor of Lender. Grantor shall also procure and maintain comprehensive general ilability insurance in such coverage amounts as Lender may request with trustee and Lender being named as additional insurance insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender fingulations that policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be impaired in any way by any act, omission or default of Grantor or any other person. The Real Property is located in an unpaid principal balance of the Note, or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. Grantor shall promptty notify Lender of any loss or damage to the Property if the estimated cost of repair or

Application of Proceeds. (Frantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$500.00 Lender of security is impaired. Lender may make proof of loss if Grantor fails to do so within fitteen (15) days of the casualty. Whether or not 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. Any proceeds of Trust. Any proceeds which have not been disbursed within 180 days after their receipt holds any proceeds after payment in rull of the Indebtedness, such proceeds shall be used first to pay any amount owing to under this Deed of Trust, then to pay accused interest, and the remainder, if any, shall be used first to pay any amount owing to under this Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this

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 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 Gruntor fails to comply with any provision of this Deed of Trust, or if any action or proceeding is commenced that EXPENDITURES BY LENDER. If Gruntor tails 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 expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand. (b) be added to the balance or insurance policy or (ii) the remaining term of the Note, or (c) be 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 under the Note would have had.

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

Title. Granfor warrants that: (a) Granfor holds good and marketable title of record to the leasehold interest in the Property pursuant to the Lease, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above. Grantor warrants and will torever defend the title to the Property against the lawful claims of all persons. In the event any action or proceedings commenced that questions Grantor's title or the interest of Truste or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender deliver, or cause to be delivered, to Lender such instruments as Lender may request from 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 condemnation proceedings are a part of this Deed of Trust.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may ut its election 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 after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trusten or Lander in connection with the condemnation.

Proceedings. If any proceeding in condumnation 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 antificinate in the proceeding and to be represented in the proceeding by coursel of its own choice, and Grantor will deliver or cause to steps as may be necessary to derend 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 if from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHAFIGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees

Current Taxes, Fees and Charges. Upon request by Lender, 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, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute to set to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed 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 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 erlacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided

Subsequent raxes. 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 effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided

below unless Granter either? (a) pays the tax before it becomes delinquent or? (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lander cash or a sufficient corporate surely 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 instrument 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. Up on request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to security interest. Upon request by Lender, Grantor snall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Reints and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without turther 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) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and 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

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

Further Assurances. At any time, and from 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 rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents us 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 under 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 liens 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 maillers referred to in this paragraph.

Attorney-in-Fact. If (tranter 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 such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, (lelive-ing, filling, recording, and doing 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, 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 under this of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Deed of Trust:

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

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in tavor of any other creditor or person that may materially affect any of Borrower's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Deed of Trust or any of the Related

Compilance Default. Fullure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related 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 preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

False Statements. 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 of the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Death or Insolvency. The dissolution or termination of Grantor or Borrower's existence as a going business or the death of any partner, the insolvency of Grantor or Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good fair h dispute by Grantor 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 notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to

Leasehold Default. Any default by Grantor under the terms of the Lease, or any other event (whether or not the fault of Grantor) that results in the termination or cancellation of Grantor's leasehold rights.

Breach of Other Agreement. Any breach by Grantor or Borrower 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 to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incomperent. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

ecurity. Lender in good faith deems itself insecure.

RIGHTS AND REMEDIES ON IDEFAULT. Upon 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 Borrower would 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 case in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosure 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, execution 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 may require any tenant 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 satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its dotte under this subparagraph either in person, by agent, or through a receiver. 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 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 Lender shall not disqualify a person from serving as a receiver.

DEED OF TRUST (Continued)

Tenancy at Sufferance. 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 sufferance 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 upon the demand of Lender.

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 Grantor 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 intended 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. Any sale of Personal Property may be made in conjunction with any sale of the Real ten (10) days before the time of the sale or disposition.

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 remedies, the frustee 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.

Walver; Election of Remedies. A walver by any party of a breach of a provision of this Deed of Trust shall not constitute a walver 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 any other provided by the party of the Note, in any Related Document, or provided by the Note of the Note election to make expenditures or to take action to perform an obligation of Grantor or Borrower under this Deed of Trust after failure of Grantor or Borrower under this Deed of Trust after failure of Grantor or Borrower to perform shall not affect Lender's right to declare 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 adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender 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 covered by this paragraph include, without limitation, however subject to any limits under applicable law, expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, or limits under applicable law.

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Rights of Trustee. Trustee shall have all of the rights and duties of Ler der as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The 'ollowing 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 or Lender and Grantor: (a) join in preparing and filling a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on 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.

Obligations to Notify. Trustee shall not be obligated 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 Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall 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 notice and sale, and Lender 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 Lender'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 recorded in the office of the recorder of Klamath County, Oregon. The instrument shall recorded in the office of the recorder of Klamath County, Oregon. The instrument shall be executed and acknowledged by state law, the names of the original Lender, Trustee, and Grantor, the book and page where 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 this Deed of Trust is necessary trustee, without conveyance of the Property, shall succeed to all the title, power, and duties contained 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 under this Deed of Trust shall be in writing and shall be effective when actually NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Deed of Trust shall be deemed effective when deposited in the United delivered, or when deposited with a nationally recognized overnight course, or, if mailed, shall be deemed effective when deposited in the United delivered, or when deposited with a nationally recognized overnight course, or, if mailed, shall be deemed effective when deposited in the United delivered, or when deposited with a nationally recognized overnight course, or, if mailed, shall be deemed effective when deposited in the United delivered, or when delivered in the United delivered, or when delivered in the delivered in the United delivered, or when delivered in the United delivered, or when delivered in the delivered in the United delivered, or when delivered in the United delivered in the United delivered in the United delivered in the deli

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

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No afteration of or amendment 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 afteration or amendment.

Annual Reports. If the Property is used for purposes other than 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. Not operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the

Applicable Law. This Deed of Trust has been 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.

Marger. There shall be no merger of the interest or estate created by 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 Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Deec of Trust.

Severability. If a court of competent jurisolation finds any provision of this Deed of Trust to be invalid or unenforceable as to any person or circumstances. If feasible, any such 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 modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Deed of Trust in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations 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 successors 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 forbearance or extension without releasing Grantor from the colligations 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.

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Walvers and Consents. Lender shall not be doemed to have walved any rights under this Deed of Trust (or under the Related Documents) unless such walver is in writing and signed by Lender. No delay or comission on the part of Lender in exercising any right shall operate as a walver of such right or any other right. A walver by any party of a provision of this Deed of Trust shall not constitute a walver of or prejudice the party's right or any other right. A walver by Lender, nor any course of dealing right otherwise to demand strict compilance with that provision or any other provision. No prior walver by Lender, nor any course of dealing between Lender and Grantor or Borrower's obligations as to any between Lender and Grantor or Borrower's obligations as to any tutture transactions. Whenever consent by Lender is required in this Deed of Trust, the granting of such consent by Lender in any Instance shall instances where such consent is required.

The part of the Property without Lender's prior wither consent.

DEED OF TRUST

(Continued) Loan No 302312 EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS
TERMS.

GRANTOR X Weiter C Badorek

INDIVIDUAL ACKNOWLEDGMENT



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On this day before me, the undersign	ned Notar / Public, personally appeared the freed of Trust, and acknowled	d Walter C Badorek and Sharon D Bador ged that they signed the Deed of Trust as the	ir free and voluntary act and
deed for the uses and purposes therei	in mentior ed.	of Jebruary 19	95.
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