Vol Melo Page 17507 DEED OF TRUST LINE OF CREDIT INSTRUMENT

	Date: May 9, 1996
et eval LOTTIE MOWRIGHT, TRUSTEE OF THE WRIGHT	
VIS 12 AND FAMILY TRUST, UTA, D. S. NOVEMBER 2, 1800	Address:
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LUCY H WRIGHT	Address:Klamath, Fails OR 97601
sented to encouncient the tred States National	P O Box 3176
bay tot suz yern toy, sign bit, the regent of yranght and it. Suz Beneficiary/("Lender"), Bank of Or agon tout to bred and toburbus, sick all tobut the marga	Still the entry Port Fand OR 97208-3176
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Trustee:	Address:PO_Box_3347
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1. GRANT OF DEED OF TRUST. By signing below as Grantor, Lirrevocably following property, Tax Account Number <u></u>	grant, bargain, sell and convey to Trustee, in trust, with power of sale, the located in <u>Kiamath</u> County, State of Oregon, MILLS ADDITION TO THE
CITY OF KLAMTH FALLS, ACCORDING TO THE OFF	ICIAL PLAT TREALOR ON
THE COUNTY CLERK OF	KLAMATH COUNTY, OREGON.
These of ulther agreements, policies but no. We was a seen at	and other improvements and fixtures
now or later located on the Property (all referred to intris people and rents from the Property as additional security for the debt described of Trust secure 1, only of besideab Visuoliveta as rejonced 1.5 to be in befacer, benetic as constant on test use of receive 2. DEBT SECURED. This Deed of Trust secures the following: to because it sold as a secure at exact as a secure at the following of because it sold as a secure at exact as a secure at the following of because it sold as a secure at the following of because it sold as a secure at the following of because it sold as a secure at the following of because it sold as a secure at the following of because it sold as a secure at the following of because it sold as a secure at the following of the following as a secure at the following of the following as a secure at the following of the following as a secure at the following of the following as a secure at the following at the follow	below. I agree that I will be legally bound by all the terms stated in this Deed
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May May	10, 2011 , as well as the following obligations, if any
tiand payable: to: Lender, ron, which the last payment is due May sc (collectively "Note"): rat to sease at it in these bluos (treated) to	The block which will be an an and the second s
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3. INSURANCE, LIENS, AND UPKEEP.

NONE

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 increafter will be designated as a special flood hazard area, and extended coverage insurance, if any, as follows: ALLIED GROUP INSURANCE

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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)":

32 I will pay taxes and any debts that might become a lien on the

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Property, and will keep it free of trust deeds, mortgages and liens, other the 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 a service 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.

C and to winds ton ob TMENS? B. PROTECTING YOUR INTEREST. I will do anything that may now or later d to have 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 e managina short and of marking a of Trust when it is due;

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6.2.11 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; rebric card

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

llowing: or fauth to beed will tobus postevor, not set in the Property, is a. If all or any part of the Property, or an interest in the Property, is following: or tau sold or transferred;

b. If I fail to maintain required insurance on the Property;

C. If i committain the Property: in addicitions on the and that are shown of the indicated of the property of the indicated o inerd If I die; 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 warrantles, 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. ST 713 1.

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.

821 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.

8.4 I 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 tees (including any on appeal or review) arising directly or indirectly from or out of, or in any way connected with (1) 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 onto 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 at your option, convey the property to the incoverance and result shall accept delivery of any instrument of conveyance and result 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.

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DEED OF TRUST LINE OF CREDIT INSTRUMENT



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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.

I agree to all the terms of this Deed of Trust.

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, Lunderstand that you will request Trustee to reconvey, without warranty, the Property to the person legally entitled thereto. Lwill pay Trustee a reasonable fee for preparation and execution of the reconveyance instrument and Lwill 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 law.

12. NAMES OF PARTIES. In this Deed of Trust "I", "me" and "my" mean Grantor(s), and 'you" and 'your" mean Beneficiary/Lender.

Cottie m. Wright	Wi Granter Vennie J Metz
Grantor Lottie M Wright, TRUSTEE L.M.	∰r Granter Vennie JMetz
Grantor	Grantor
Grantor	
IND	DIVIDUAL ACKNOWLEDGMENT
STATE OF OREGON)	5/2/26
=	Date
Personally appeared the above named <u>Lottie MWri</u> and acknowledged the foregoing Deed of Trust to be — TLL	ight, and Vennie J Metz
for a second	Before me:
OFFICIAL CARMEN BA NOTARY PUBLIC COMMISSION MY COMMISSION EXPI	ABCOCK Notary Public for Oregon
REG	QUEST FOR RECONVEYANCE

TO TRUSTEE:

Date:

The undersigned is the holder of the Note or Credit Agreement 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 paid in full. You are hereby directed to cancel the Note or Credit Agreement or both, as applicable, and this Deed of Trust, which are delivered herewith, and to reconvey, without warranty, all the estate now held by you under the Deed of Trust to the person or persons legally entitled thereto.

Signaturo:

LOAN AGREEMENT AND DIRECTION TO TRUSTEE - DEED OF TRUST

LOAN AGREEMENT In consideration of the extension	of credit by
ATIONAL BANK OF OREGON LOTTIE M WRIGHT, GEORGE	
WRIGHT***********	****
("Borrower") in the manner indic	ated in the Promissory Note dated
MAY 9,1996	, in the principal amount
of \$ 35,350.00	("Note"), I/we,
LOTTIE M WRIGHT*****	****
	, Trustor* of the
Revocable Living Trust Agreemen	t dated NOVEMBER 2 1088

("Trust") in which <u>LOTTIE M WRIGHT AND LUCY H WRIGHT</u>

is Trustee,* agree as follows:

1. I will direct my Trustee to execute on behalf of the Trust a Deed of Trust in favor of Bank to secure repayment of the Note.

2. Bank will not be held responsible for any use of the loan proceeds by Borrower, Trustee, Trustor, or by any agent, nominee, or other person Borrower, Trustee or Trustor may have authorized or Bank may reasonably believe has been so authorized.

3. I will notify Bank immediately of the death, incapacity, removal or resignation of Trustee, and shall promptly confirm to Bank the identity of the successor Trustee. Bank may require that notice of the death, incapacity, removal or resignation of Trustee be accompanied by evidence satisfactory to Bank.

4. Upon the death or incapacity of the Trustor (or in the case of co-Trustors, the death or incapacity of any co-Trustors) the Trustee will immediately notify Bank

5. If for any reason the Deed of Trust is not enforceable against the Trust, this Agreement shall constitute a withdrawal by Trustor of the real property described in the Deed of Trust and my agreement as Trustor to be personally bound on the Deed of Trust to the same extent that I would be bound if I had signed the Deed of Trust individually. I will indemnify and hold Bank harmless from any demand, claim, suit or action brought by any person alleging that an act taken by Bank in reliance on this Loan Agreement and Direction to Trustee – Deed of Trust was unlawful, unauthorized, wrongful or void. In the event of any action to enforce this Agreement and Direction, Bank shall be entitled to costs and disbursements allowed by law, reasonable attorney fees in the event still or action and/or any related appeal or petition for review.

THE WRIGH AND Trustee of the aforementioned agree to all of the provisions in the Loan Agreement

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DIRECTION TO TRUSTEE - DEED OF TRUST

Pursuant to the power retained by the Trustor to revoke or amend the Trust in whole or in part and, if applicable, to give directions to the Trustee, I hereby direct the Trustee to execute on behalf of the Trust, a Deed of Trust in favor of Bank to secure a loan by the Bank of \$35,350,00

to LOTTIE M WRIGHT, GEORGE A WRIGHT AND LUCY H

I direct such action for myself, my heirs, personal representatives and assigns and on behalf of all beneficiaries of the Trust whose interest in the Trust is entirely dependent upon my exercise or non-exercise or my power of revocation.

I further direct that a copy of this Loan Agreement and Direction to Trustee, with all attachments, be made an exhibit to and incorporated into the Deed of Trust.

	, 19 <u>96</u>
THUSTOR Lettie M. Wright	
LOTTLE M WRIGHT	
****	***
OREGON	_
TATE OF	
County of):
igned or attested before me on this9th_ day of _1	
9 <u>96</u> , by LOTTIE M WRIGHT	
Selore me:	
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BENEFICIARY, INDIVIDUALLY

For myself and my issue, I hereby consent to the execution of the Deed of Trust by the Trustee of the aforementioned Trust.

Signed or attested before me on this	day of
Before me:	
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SPOUSAL CONSENT

being the spouse of the above-named Trustor, hereby acknowledge that I may have a community property and/or separate property interest in assets that have been transferred to the above-named Trust and hereby (i) confirm and ratify the creation of the Trust and the transfer of community property or separate property assets to the Trust, (ii) consent to Trustor signing above and to all acts to be performed by the Trustor and Trustee by virtue of this Loan Agreement and Direction, (iii) confirm and ratify all that Trustor and Trustee have already done which would have been authorized by this Consent, and (iv) agree that the foregoing actions and authority will benefit the community composed of Trustor and myself.

To be completed if spouse is not a co-trustor and trust may contain community property.

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