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Volm96 Page 17971 DEED OF TRUST LINE OF CREDIT INSTRUMENT

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Borrower(s): Kimber Iy K Ragan stoled whith wal sideolidge ve beaconn shortenthrul you of the documents	Address: 7809 Donegal Ave
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1. GRANT OF DEED OF TRUST: By signing below as Grantor, I irrevocably following property, Tax Account Number	grant, cargain, sell and convey to irustee, in trust, with power of sale, the coated in <u>Klamath</u> County, State of Oregon,
more particularly described as follows: notes and elicate the term of the least of	Salt no sail & praised tripup trait alors
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COUNTY OREGON. To bead safe, was ear point even boy stiff in partic yet early year boy 3.5	
Trust, or other agreements, including tail not limited to any Note of	회원들의 그는 생각들이 하는 것이다.
or as described on Exhibit A, which is attached hereto and by this reference	incorporated herein, and all buildings and other improvements and fixtures
now or later located on the Property (all referred to in this Deed of Trust as "	the Property"). I also hereby assign to Lender any existing and future leases
and rents from the Property as additional security for the debt described by	
8.1 Except as proviously disclosed to you in writing 1 represisently warent to you that no negerable substance is stored feeted, used or	el filostebrál és Havierte (1 06) an element par ellem. El entra tot avantings din egá menya ha na elementa el el el el element.
2 DEBT SECURED. This Dead of Trust secures the following: a bookers	
due and diligent inquiry no hazardous substance is stored, located,	
Ma. The payment of the principal interest, credit report fees, late	charges, attorneys' fees (including any on appeal or review), collection
costs and any and all other amounts owing under a note with June 7, 1996 , signed by Richard T Rag	an original principal amount of \$ 4,714.00 , dated
, Signed by A. H. Strang, G. H	(Borrower)
grand payable to Lender, on which the last payments is due to June	25,, 2001 as well as the following obligations, if any
er (collectively "Note") and to benefice and the fluxon blued vitrostion to	ुँ blog al स्थानक्ष्रीय होता मा (क्ष्मान)मा एड १ - १९०० चन रेज १ एवं १७४८ १५८ १५८ ४ ५ ५ ५ ५
onto of under the Property or any other property. Lagree to provide written notice to you harmountely when I accome aware that the	i Busineria ena no estas indica postantas um los contras estas como como estas estas contras estas en la contras
and any extensions and renewals of any length. The words LINE OF CRED	NT INCIDINGATE do not conty to this Bond of Tours if this process Co. in
checked, unless paragraph 2b. is also checked.	" / "무를입니다 있다. 장면의 경우 를 부모는 부모는 하는 사람이 보고 있는 것으로 있는 것으로 있는 것으로 있는 것이다.
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which Borrower may obtain (in accordance with the terms of the Credit	("Borrower"). The Credit Agreement is for a revolving line of credit under
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on it the audit reveals a cerault perfaining to hazer-loud substances. If it	
n The term of the Credit Agreement consists of an initial period of ten y	ears, which begins on the above-indicated date of the Credit Agreement,
soduring which advances can be obtained by Borrowers followed by a repay amounts owing to Lender. Delayers aim to sensembled.	ment period of indeterminate length during which Borrower must repay all
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3. INSURANCE, LIENS, AND UPKEEP.

3.11 will keep the Property insured by companies acceptable to you with fire and theft-insurance, flood insurance it 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:

Klumath Falls OR 87603

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

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 2004 than yours and the Permitted Liens just described. COUNTY CLERK,

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: end onlyloger a roll at topmserga liberO off ("Hazerka")

6.1 If you do not receive any payment on the debt-secured by this Deed A FE Shaureusan to the Crédit Agreement is 3 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 l'obtained from you through the Note or line of credit; vegocated least 1988 at

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 following:

a. If all or any part of the Property, or an interest in the Property, is sold or transferred;

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

c. If I commit waste on the Property or otherwise destructively use or fall to maintain the Property; months siting an artest safety measure?

d. If I die:

e. If I fail to pay taxes or any debts that might become a lien on the Property:

f: If I do not keep the Property free of deeds of trust, 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 fall 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

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 Dead of Trust under applicable law either judicially by suit in equity or nonjudicially by advertisement and sale.

-Property, except the following Permitted Lien(s): 13.12.1.

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 articulars to reward the property collection and other lawful articulars to reward the property collected and pay the amount received, over and above costs of collection and other lawful articulars to reward the property collected and pay the amount received, over and above costs of collection and other lawful articulars to reward the property collected and pay the amount received, over and above costs of collection and other lawful articulars to reward the property collected and pay the amount received, over and above costs of collection and other lawful articulars to reward the property collection and other lawful articulars to reward the property collection and other lawful articulars to reward the property collection and other lawful articulars to reward the property collection and other lawful articulars to reward the property collection and other lawful articulars to reward the property collection and other lawful articulars to reward the property collection and other lawful articulars to reward the property collection and other lawful articulars to reward the property collection and other lawful articulars to reward the property collection and other lawful articulars to reward the property collection and other lawful articulars to reward the property collection and other lawful articulars to reward the property collection and other lawful articulars to reward the property collection and other lawful articulars to reward the property collection and other lawful articulars to reward the property collection and collection are reward to reward the property collection and collection are reward to reward the property collection and collection are reward to reward the property collecti

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.

B. 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.

6.21 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 a solution with 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 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 onto or under the Property of any hezerdous 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

9. SATISFACTION OF DEED OF TRUST. When the Note or Credit Agreement

or both, as applicable, are completely paid off and the Credit Agreement, as

applicable, is cancelled and terminated as to any future loans, I understand

that you will request Trustee to reconvey, without warranty, the Property to

the person legally entitled thereto. I will pay Trustee a reasonable fee for

preparation and execution of the reconveyance instrument and I will record

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

the reconveyance at my expense.

address I have given you.

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 scentance by viru of a deed in lieu of foreclosure.

12 NAMES OF PARTIES. In this Deed of Trust "I", "me" and "my" mean acceptance by you of a deed in lieu of foreclosure. Grantor(s), and "you" and "your" mean Beneficiary/Lender. Egree to all the terms of this Deed of Trust. mntor Richard T Ragan Grantor Granto Grantor INDIVIDUAL ACKNOWLEDGMENT STATE OF OREGON 06-0 country of & Klamath Personally appeared the above named Richard T Ragan and Kimberly K Ragan and acknowledged the foregoing Deed of Trust to bevoluntary act. Before me OFFICIAL BEAL AMBER GOMES OTARY PUBLIC-OREGON OMNESSION NO. 047993 AMBERION EVEREE CO. 12 Notary Public for Oregon My commission expires:-

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

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.

Date: -			and the second s	Signature:	en grande de la			
								
STAT	TE OF OREGON:	COUNTY OF KL	AMATH: ss.					
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Filed of	for record at requ June		US Bank 96 at 1:3		P M and duly	the 17		day
		of	Mortgages		on Page 17971			
	400 00					3. Letsch, Count	• .	
FEE	\$20.00	화가 하는 나라 경찰 등록하다.	그 집에가 중에 다시하는 하는	By 🤄	2 million	Mu	lendare	