

# DEED OF TRUST

**AFTER RECEIVING, RETURN TO LENDER AT ITS ADDRESS SHOWN ON THE FRONT OF THE CARD.**

**GILBY A WILLIAMS**  
**GILBY L WILLIAMS**

JARY A WILLIAMS  
MARY L WILLIAMS

|                     |   |
|---------------------|---|
| P. O. BOX 381       | ADDRESS                                       |
| KINO, OY 97627-0381 |   |
| TELEPHONE NO.       | IDENTIFICATION NO.                            |
| 511-884-8036        |   |
| TRUSTEE:            | MOUNTAIN TITLE CO. OF Klamath Falls, OR 97601 |
|                     | 222 S 6TH                                     |
|                     | KLAMATH FALLS, OR 97601                       |

|               |                   |                    |                       |
|---------------|-------------------|--------------------|-----------------------|
| NAME          | LAST FIRST MIDDLE | ADDRESS            | STREET CITY STATE ZIP |
| P. O. BOX 381 |                   |                    |                       |
| ISSN 01       | 97627-0381        |                    |                       |
| TELEPHONE     | 126               |                    |                       |
| 542-884       | 1036              |                    |                       |
| COUNTY        |                   | IDENTIFICATION NO. |                       |

This document was prepared by the Lender Indicated Above.

[illegible]

and any future advances or future Obligations which may hereinafter be  
nd valuable consideration, the receipt and sufficiency of which are hereby  
veys and assigns to Trustee, its successors and assigns, in trust, for Lender,  
1 future estate, right, title and interest in and to the real property described in  
1 a Tax Account Number of \_\_\_\_\_, together  
and appurtenances; leases, licenses and other agreements; rents, issues and  
a real property (cumulatively "Property"); to have and to hold the Property and  
assigns, until payment in full of all Obligations secured hereby.  
helps, representatives and assigns, hereby expressly warrant, covenant, and

Moreover, in further consideration, Grantor does, for Grantor and Grantor agree with Lender and Trustee and their successors and assigns as follows:

1. **OBLIGATIONS.** This Deed of Trust shall secure the payment and performance of all present and future indebtedness, liabilities, obligations and covenants of Borrower or Grantor (cumulatively "Obligations") to Lender pursuant to:

|               |                                   |                            |                    |                    |                |
|---------------|-----------------------------------|----------------------------|--------------------|--------------------|----------------|
| INTEREST RATE | PRINCIPAL AMOUNT/<br>CREDIT LIMIT | SPENDING/<br>REINVEST DATE | EXPIRATION<br>DATE | CUSTOMER<br>NUMBER | LOAN<br>NUMBER |
| FIXED         | \$17,094.86                       | 01/05/96                   | 07/05/11           | 961851326150       | 001-3123934    |

(b) all other present or future, written agreements with L under which ref. specifically to this Deed of Trust (whether executed for the same or different purposes than the foregoing);

(d) all repeated amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lender that:

(b) Grantor is in compliance in all respects with all applicable laws, rules, regulations, and orders, which Grantor agrees to pay and perform in a timely manner.

"Hazardous Materials", as defined herein, and other environmental matters of Oregon or any other governmental or quasi governmental entity has administrative actions with respect to environmental matters pending, or to Neither Grantor nor, to the best of Grantor's knowledge, any other party. Hazardous Materials as defined herein, in connection with the Property or not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect. Grantor shall not lease or permit the subsurface contamination of the Property with Hazardous Materials or toxic substances.

(c) All applicable laws and regulations (including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building law and regulations) relating to the Property by virtue of any federal, state or local authority with jurisdiction over the Property presently are and shall be observed and complied with in all material respects, and all rights, licenses, permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals), whether temporary or permanent, which are material to the use and occupancy of the Property, presently are and shall be obtained, amended, or renewed, where necessary, renewed.

(d) Grantor has the right and is duly authorized to execute and perform its obligations under this Deed of Trust and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance or any other law.

(f) Grantor has not violated and shall not violate any state, federal, or local laws, regulations, ordinances, rules of law, contract or other agreement which may be binding on Grantor at any time;

Deed of Trust, and the Lender shall not be deemed to have agreed to, or assumed any obligation to, investigate or verify the accuracy or completeness of any information, documents or materials provided by the Borrower, or to determine the validity or enforceability of any law, regulation, contract or other agreement which might materially affect the Property (including, but not limited to, the governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this

3. **PRIOR DEEDS OF TRUST:** Grantor represents and warrants that there are no prior deeds of trust affecting any part of the Property except as set forth in Schedule B attached to this Deed of Trust which Grantor agrees to pay and perform in a timely manner. If there are any other prior deeds of trust affecting any part of the Property, they shall be paid and performed in a timely manner by Grantor.

It is a default under any prior deed of trust shall be a default under this Deed of Trust and shall entitle the Lender to all rights and remedies contained herein in connection with the Deed of Trust.

**4. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS OF GRANTORS OR BORROWERS.** In the event of the death, divorce, estate, contract or transfer to any person of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in the Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at its option, declare the outstanding principal balance of the Obligations plus accrued interest thereon immediately due and payable, or at Lender's sole option, Lender may consent to said transfer in writing and may increase the interest rate of the Obligations to the interest rate which Lender would then commit to make a first mortgage loan of similar character with similar security, as determined by Lender in its sole discretion; or Lender may consent to the transfer of the property in the breach of the foregoing covenants. At Lender's request, Grantor or Borrower, as the case may be, shall furnish a complete statement setting forth all of its stockholders or partners, as appropriate, and the extent of their respective stock ownership or partnership interests.

**5. ASSIGNMENT OF RENTS.** In consideration of the Obligations, which are secured by this Deed of Trust, Grantor absolutely assigns to Lender all Grantor's estate, right, title, interest claim and demand now owned or hereafter acquired in all existing and future leases of the Property (including extensions, renewals and subleases), all agreements for use and occupancy of the Property (all such leases and agreements whether written or oral, are hereinafter referred to as the "Leases"), and all guarantees of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Property including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, late and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Property, all proceeds payable as a result of a lessee's exercise of an option to purchase the Property all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any rights and claims of any kind which Grantor may have against any lessee under the Leases or any occupants of the Property (all of the above are hereafter collectively referred to as the "Rents"). This assignment is subject to the right, power and authority given to the Lender to collect and apply the Rents. As long as there is no default under the Obligations or this Deed of Trust, Lender grants Grantor a revocable license to collect all Rents from the Leases when due and to use such proceeds in Grantor's business operations. However, Lender may at any time require Grantor to deposit all Rents into an account maintained by Grantor or Lender at Lender's institution. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the Property and have, hold, manage, lease and operate the Property on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all Rents, from the Property, and Lender shall have full power to periodically make alterations, renovations, repairs or replacements to the Property as Lender may deem proper. Lender may apply all Rents to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking possession of the Property and the management and operation of the Property. Lender may keep the Property properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the Rents received and any unpaid amounts shall be added to the principal of the Obligations. These amounts, together with other costs, shall become part of the Obligations secured by the Deed of Trust. This Assignment is intended to be a present, perfected and choate lien pursuant to ORS 93.336.

**6. LEASES AND OTHER AGREEMENTS.** Grantor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any Lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender. All such Agreements and the amounts due to Grantor thereunder are hereby assigned to Lender as additional security for the Obligations.

**7. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY.** Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Deed of Trust. Grantor shall diligently collect the Indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instruments or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any Indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the Indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Notwithstanding the foregoing, nothing herein shall cause Lender to be deemed a mortgagee in possession.

**8. USE AND MAINTENANCE OF PROPERTY.** Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the beneficial interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

**9. LOSS OR DAMAGE.** Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

**10. INSURANCE.** The Property will be kept insured for its full insurable value (replacement cost) against all hazards (except as waived by Lender in writing) including loss or damage caused by flood, earthquake, tornado and fire, collision, theft or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least 30 days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a loss payee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. In the event Grantor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 22 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amounts may at Lender's option be applied in the inverse order of the due dates thereof.

**11. ZONING AND PRIVATE COVENANTS.** Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

**12. CONDEMNATION.** Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

**13. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS.** Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.

**14. INDEMNIFICATION.** Lender shall not be liable or be responsible for the performance of any of Grantor's obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender under this paragraph shall survive the termination, release or foreclosure of this Deed of Trust.

**15. TAXES AND ASSESSMENTS.** Grantor shall pay all taxes and assessments relating to Property when due and immediately provide Lender with evidence of payment of same. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied may, at Lender's option, be applied in reverse order of the due date thereof.

17. **ESTOPPEL CERTIFICATES.** Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-off or counterclaims with respect to the Obligations and, if so, the nature or such claims, defenses, set-off or counterclaim. Grantor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.

(a) fails to pay any Obligation to Lender when due;  
(b) fails to perform any Obligation or breach any warranty or covenant to Lender contained in this Deed of Trust or any other present or future agreement;

(c) destroys, loses or damages the Property in any material respect or subjects the Property to seizure or confiscation;  
(d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender or any individual guarantor dies;  
(e) dies, becomes legally incompetent, is dissolved or terminated, becomes insolvent, makes an assignment for the benefit of creditors, fails to pay debts as they become due, files a petition under the federal bankruptcy laws, has an involuntary petition in bankruptcy filed in which Grantor, Borrower or any guarantor is named or has property taken under any writ or process of court;  
(f) allows goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal;  
(g) allows any party other than Grantor or Borrower to assume or undertake any obligation without the written consent of Lender; or  
(h) causes Lender to deem itself insecure due to a significant decline in the value of the Property; or Lender, in good faith, believes that the prospect of payment or performance is impaired.

(a) to declare the Obligations immediately due and payable in full;

(b) to collect the outstanding Obligations with or without resorting to judicial process;

(c) to require Grantor to deliver and make available to Lender all personal property or Chattels constituting the Property at a place reasonably convenient to Grantor and Lender;

(d) to enter upon and take possession of the Property without applying for or obtaining the appointment of a receiver;

(e) to employ a managing agent of the Property and let the same, either in Trustee's own name, in the name of Lender or in the name of Grantor, and receive the rents, incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, on account of the Obligations;

(f) to pay any sums in any form or manner deemed expedient by Lender to protect the security of this Deed of Trust or to cure any default other than payment of interest or principal on the Obligations;

(g) to foreclose this Deed of Trust judicially or nonjudicially in accordance with Oregon law;

(h) to set-off Grantor's Obligations against any amounts owed Grantor by Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender or any currently existing or future affiliate of Lender; and

(i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required. The Property or any part thereof may be sold in one parcel, or in such parcels, manner or order as Lender in its sole discretion may elect, and one or more exercises of the power herein granted shall not extinguish or exhaust the power unless the entire Property are sold or the Obligations paid in full.

**23. SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE.** This Deed of Trust shall be considered a financing statement pursuant to the provisions of the Uniform Commercial Code covering fixtures, chattel, and articles of personal property now owned or hereafter attached to or to be used in connection with the Property together with any and all replacements thereof and additions thereto (the "Chattels"), and Grantor hereby grants Lender a security interest in such Chattels. The debtor is the Grantor described above. The secured party is the Lender described above. Upon demand, Grantor shall make, execute and deliver such security agreements (as such term is defined in the Uniform Commercial Code of Oregon) as Lender at any time may deem necessary or proper or require to grant to Lender a perfected security interest in the Chattels, and upon Grantor's failure to do so, Lender is authorized to sign any such agreement as the agent of Grantor. Grantor hereby authorizes Lender to file financing statements (as such term is defined in said Uniform Commercial Code) with respect to the Chattels, at any time, without the signature of Grantor. Grantor will, however, at any time upon request of Lender, sign such financing statements. Grantor will pay all filing fees for the filing of such financing statements and for the re-filing thereof at the times required, in the opinion of Lender, by said Uniform Commercial Code. If the lien of this Deed of Trust be subject to any security agreement covering the Chattels, then in the event of any default under this Deed of Trust, all the right, title and interest of Grantor in and to any and all of the Chattels is hereby assigned to Lender, together with the benefit of any deposits or payments now or hereafter made thereof by Grantor or the predecessors or successors in title of Grantor in the Property.

21. **USE OF PROPERTY.** ☒ If checked, the Property is used primarily for personal, family or household purposes. ☐ If checked, the Property is used primarily for commercial, agricultural or business purposes.

**22. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER.** Lender, at Lender's option, may expend funds (including attorneys' fees and legal expenses) to perform any act required to be taken by Grantor or to exercise any right or remedy of Lender under this Deed of Trust. Upon demand, Grantor shall immediately reimburse Lender for all such amounts expended by Lender together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the beneficial interest granted herein. If the Obligations are paid after the beginning of publication of notice of sale, as herein provided, or in the event Lender shall, at its sole option, permit Grantor to pay any part of the Obligations after the beginning of publication of notice of sale, as herein provided, then, Grantor shall pay on demand all expenses incurred by the Trustee and Lender in connection with said publication, including reasonable attorneys' fees to the attorneys for the Trustee and for the Lender, and a reasonable fee to the Trustee, and this Deed of Trust shall be security for all such expenses and fees.

23. **APPLICATION OF PAYMENTS.** All payments made by or on the part of Grantor may be applied against the amounts paid by Lender (including attorney's fees and legal expenses) in connection with the exercise of its rights or remedies described in this Deed of Trust and then to the payment of the remaining Obligations in whatever order Lender chooses.

24. **POWER OF ATTORNEY.** Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Deed of Trust. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Deed of Trust. The powers of attorney described in this Deed of Trust are coupled with an interest and are irrevocable.

**25. SUBROGATION OF LENDER.** Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

28. **COLLECTION COSTS.** To the extent permitted by law, Grantor agrees to pay Lender's reasonable fees and costs, including but not limited to fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants), which are incurred by Lender in collecting any amount due or enforcing any right or remedy under this Debt of Trust or any other agreement between Grantor and Lender, all whether or not suit is brought and including but not limited to fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions and whether or not such attorney is an employee of Lender.

27. **PARTIAL RELEASE.** Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property, nor shall Lender be obligated to release any part of the Property if Grantor is in default under this Deed of Trust.

[illegible]



State of Oregon  
County of

Jackson

20082

This instrument was acknowledged before me on

June 29, 1996

by Gary A. Williams and

Mary P. Williams

Notarial Officer

*Tim Parelius*



State of Oregon  
County of

This instrument was acknowledged before me on

by

Notarial Officer

State of Oregon  
County of

This instrument was acknowledged before me on

by

as

of

Notarial Officer

State of Oregon  
County of

This instrument was acknowledged before me on

by

as

of

Notarial Officer

#### SCHEDULE A

THE W1/2 SW1/4 NE1/4 OF SECTION 30, TOWNSHIP 39 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.  
GIVING AND EXCEPTION THEREOF THE S1/2 & W1/2 SW1/4 NE1/4 THEREOF.

DIRECT ADDRESS: 7979 BIG BUCK LANE, KLAMATH FALLS, OREGON 97601

#### SCHEDULE B

BENEFICIARY: KEY BANK OF WASHINGTON

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the \_\_\_\_\_ day  
of July A.D., 1996 at 3:59 o'clock P.M., and duly recorded in Vol. M96  
of \_\_\_\_\_ on Page 20078

FEE \$30.00

Bernetha G. Letsch County Clerk

By *Michelle Miller*

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.