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dated	checked, unless paragraph 2.0. Is also checked.	the second second	Bay we are closed or and it line Agreement
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The term of the Credit Agreement consists of an initial period of ten years, which begins on the above-indicated date of the Credit Agree during which acvances can be obtained by Bor over, followed by a repayment period during which Borrover must repay all amounts owing to I during which acvances can be obtained by Bor over, followed by a repayment period during which Borrover must repay all amounts owing to I under the terms of the Credit Agreement. The length of the r. payment period and the maturity date will depend on the amounts owed beginning of the repayment period, but It will e to no later than it a maturity date of <u>June 25</u> , 2021 This Deed of Trust secures the performance of the Credit Agreement, the payment of all loans payable to Lender at any time under the Agreement, the payment of all interest credit report fees, 1 at a charges, membership fees, attorneys' fees (including any on appeal or no any length. Solution costs and any and all other an our to that are payable to Lender at any time under the Credit Agreement, and any extensions and re of any length. Solution costs and of Trust also secures the rayment of all other sums, with interest thereon, advanced under this Deed of Trust to prote security of this Deed of Trust, and the parformance of any cove nants and agreements under this Deed of Trust. This Deed of Trust also secure repayment of any future advances, with interest thereon, advanced under this Deed of Trust also secure repayment of any future advances, with interest thereon, made a Borrower under this Deed of Trust. The interest rate, payment terms and buller a due under the 14 te or Credit Agreement or both, as applicable, may be indexed, adjusted, rem renegotiated in accordance with the terms of the Note and the Credit Agreement and any extensions and renewals of the Note or Credit Agreement or both, as applicable.	The Credit Agreement is for a revolving lir e of of more loans from Lender on one or more o scat	redit under which shis. The maximum	Borrower may obtain (in accordance with the terms of the clour registration) principal amount to be advanced and outstanding at any one time pursuant t
This Deed of Trust secures the performance of the Credit Art ement, the payment of all loans payable to Lender at any time under the Agreement; they payment of all interest incredit reconnection costs and any and all other an jour to that are payable to Lender at any time under the Credit Agreement, and any extensions and recollection costs and any and all other an jour to that are payable to Lender at any time under the Credit Agreement, and any extensions and recollection costs and any and all other an jour to that are payable to Lender at any time under the Credit Agreement, and any extensions and recollection costs and any and all other an jour to that are payable to Lender at any time under the Credit Agreement, and any extensions and recollection costs and any and all other an jour to that are payable to Lender at any time under the Credit Agreement, and any extensions and recollection costs and any and all other an jour to that are payable to Lender at any time under the Credit Agreement, and any extensions and recollection costs and any and all other an jour to that are payable to Lender at any time under the Credit Agreement, and any extensions and recollection costs and any extensions and record the part of marks and any cover nants and agreements under this Deed of Trust. This Deed of Trust also secures the payment of all other at any cover ants and agreements under this Deed of Trust. This Deed of Trust also secures are payment of any future advances, with intervent there on the codit Agreement or both, as applicable, may be indexed, adjusted, remerenceditated in accordance with the terms of the Note of Credit Agreement and any extensions and renewals of the Note or Credit Agreement or both, as applicable. Xite recording, return to: Xite r	The term of the Credit Agreement consists c during which acvances can be obtained by Bcr under the terms of the Credit Agreement. The under the terms of the Credit Agreement.	a length of the r nd no later than it	payment period and the maturity date will depend on the amounts curve to maturity date of
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OF CREDIT USTRUILE

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INSULANCE, LI	ENS; AND UPK	EEP.	1940.02

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3.1 I will keep the Property insured by companies accordable to you with fire and theft insurance, flood insurance if the Property is located in any area which is, or hereafter will be designeted as a special flood hazard area, and extended coverage insurance; if any, as follows:

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The policy amount will be enough to pay the entire an ount owing on the debt secured by this Deed of Trust or the insurable value of the Property, whichever is liess debtted any "ct insu ance" or similar provision in the policy. The insurance policies will have your standard ioss payable endorsoment. No one but you has a most page or lies on the Property, except the following "Permitted Lien(s):

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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, montgages and liens, other 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 do not do any of these things, you may content and add the cost to the Note or Credit Agreement as applicable that I pay the cost of your coing these whonever you ask, with interest at the fixed of floating rate charged under the Note or Credit Agreement it, ivil 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 (IN SALE, I agree that you may, at your (pticr, declare due and payable all sums secured by this Deed of Trust I' all (r, 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 the property, is sold or transferred, it is of the Property, or an interest in the Property, or an interest in the Property, is sold or transferred, whether or not you exercised your right on any previous sales or transferred.

5. PROTECTING YOUR INTEREST. I will do anything that may now or later be necessary to perfect and preserve this Deed of Trus 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 det t secured by this Deed of Trust when it is due;

62 If I commit froud or make any material mis epresentation in connection with myloan application, the Note or Credit Agreement; this Deed of Trust; or any aspect of myline of credit For example, it will be a default if by vou a false financial statement; or fild on 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;

6.3 If any action or inaction by me adversely at lects 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 solid or transferred;

blif I fail to maintain required insurance on the Procerty;

 c. If I commit waste on the Property or other MBC destructively use or fail to maintain the Property;

dall I die:

 $e_{\rm eld}$ if fall to pay taxes or any debts that might become a illen on the Property;

f. If I do not keep the Property free of deeds of true t, mortgages and liens, other than this Deed of Trust and other Perin, ited Liens I have already told you about;

g. If I become insolvant or bankrupt;

h. If any person for scloses or declares a forfeiture on the Property under any land stills contract, or forecloses any Fermitted Lien cr other lien on the Property; or

i. If I fail to keep any agreement for bleach the warranties, 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.

DEED OF TRUS

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 tawful 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.

8.21 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 edjacent 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 iconducting 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 sodoperate 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.

8.41 will indemnify and hold you harmless from and against any and all claims, demands, Ilabilities, 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 hizardous 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 tille to or own the Property in your own right, you may, at your option, ecnvey 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 it e conveyance.

 & All of my representations, contained in this Deed of Trust including but not limited to my Property from you and to resum this Deed of Trust or acceptance & 7 For purposes of this Deed of means any substance or materitoxic waste, hazardous or to redioactive substance) (or design applicable federal, state or local effect or in effect at any time Trust or the period of time i renative for the i Property following either acceptance by you of a deed in 	stregarding all the 2 side agreement to £1 cept col e ownership, shill sur <i>i</i> vie by you of a dest in list of Trust, the terr 1 "hit are lat defined or destign it. ed oxic material or the 2 sign pated by any other c mi al statute, regulation or e during either the "crm main in possession, or sto foreclosure of this Do	veyance of thi) a foreclosure () of foreclosure. Jous substan 2." as hazardous (r rdous, toxic (r rdous, toxic (r lar term) by ar y ordinance nov n of this Deec of of this Deec of	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.
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20270

DEED OF TRUST

LE BANK.

A parcel of land situate in the SEASWA, Soution 1, Township 39 S., R. 9 E.W.M., in Klumath County, Oregon, more particularly described as follows:

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FTRUST/LINE OF CREDIT MORTGAGE

Beginning at an iron pin in the Easter y right-of-way line of Patterson Street, as the same is presently locatel and constructed from which an iron pin marking the Northwest corner of the SEISNI of Section 1., T. 39 S., R. 9 E.W.M. bears South 89 degrees 06' West 30 feet distant; thence South 0 degrees 54' East along the said Easterly right-of-way line of Patterson Street 1060 feet to an iron pin on the Southerly right-of-way line of Maryland Street; thence North 89 degrees 06' East along the said Southerly right-of-way line of Maryland Street 420 feet to an iron pin and the true point ob beginting of this description; thence South 0 degrees 54' Horth 0 degrees 54' West 143.45 feet; thence North 89 degrees 06' West 100.02 feet; thence or less, to the true point ci; beginning.

STATE OF OREGON: COUNTY OF KLANL TH:

1S. HIADAK

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