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IXES AND LIENS: The following provisions (alsting to the taxes and her SEND, TAX NOTICES, TO: desput pur objetu apaj uto de exercis

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minuters appearable appears so long as Granton has nothed Lender in Weiting pole to he Lender's interests in the Property are not populated. Lender's may nearly freeze to pro-

## Ocaballas Act. Granic: tray cortes LINE OF CREDIT DEED OF TRUST

LINE OF CREDIT INSTRUMENT. (a) This Deed of Trust is a LINE OF CREDIT INSTRUMENT. (b) The maximum principal amount to be advanced pursuant to the Note is \$225,000.00. (c) The term of the Note commences on the date of this Deed of Trust and ends on April 30, 1997.

THIS DEED OF TRUST IS DATED AUGUST 5, 1996, among Klamath Child Treatment Center, Inc., whose address is 1336 Avalon St, Klamath Falls, OR 97603 (referred to below as "Grantor"); South Valley State Bank, whose address is 5215 South Sixth Street, Klamath Falls, OR 97603 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and William P. Brandsness, whose address is 411 Pine Street, Klamath Falls, OR ວັນເວັນສາຕຸ ສະຊະ 97603 (referred to below as "Trustee" pri puocuo pie deparati ti pie piedajus.

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 and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property; including without limitation all minerals, oil, gas, geothermal and similar matters, located in Klamath County, State of Oregon (the "Real Property"):

# nvezie attached Expipit Adoos waste and hus rdoos substitutes. Gradus bei Lead See attached Expipit An in the above Cradic becomes inche describente or Indeptility and half narmers Louise any and any ded ab Lanes, losses, earliers, describe

The Real Property or its address is commonly known as 121 lows, 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 Rents and the Personal Property defined below: 15 to 25 to 15 to 1

TELEBURY BALLEDA

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 money of the United States of America.

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 end (b) ground has been ended as "Contract of the Bank also is referred to as

Borrower. The word "Borrower" means each and every person or entity signing the Note, including without limitation Klamath Child and Family Treatment Center, Inc.

Deed of Trust. The words Deed of Trust mean this Deed of Trust among Grantor, Lender, and Trustee, and Includes without limitation at 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 Klamath Child Treatment Center, Inc... 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, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "improvements" means and includes without limitation all existing and future improvements, 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 Lender to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, this Deed of Trust secures a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower compiles with all the terms of the

POSSESSON AND MAINTENANCE OF THE PROPERTY. Grands and Containe spread that Charles a present Lender. The word "Lender" means South Valley State Bank, its successors and assigns.

Note. The word "Note" means the Note dated August 5, 1996; in the principal amount of \$225,000.00 from Borrower to Lender, by Aitogether with all renewals extensions, incidifications, refinancings, and substitutions for the Note. The maturity date of the Note is April 30, 1997. The rate of interest on the Note is subject to indexing, adjustment, renewal, or renegoliation.

Personal Property: The words "Personal Property" mean all equipment, fixtures, and other articles of parsonal property now or hereafter owned CHY by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, gord, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of gold, premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property; interests and rights described above in the "Conveyance and Grant" section.

CEVRelated Documents: The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and sold documents, whether now or hereafter existing, executed in connection with the Indebtedness.

bu nents. The word "Hents" 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.

(Continued)

DEED OF IRUST

Trusiee. The word 'Trusiee' means Whitahi, P. Brandsness and any substitule or suscess or fruitees.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (I) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL CELIGATIONS OF BORROWER UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS: January Strateurs escript strockyour met.

GRANTOR'S REPRESENTATIONS AND WARRANTIES." Grantor Warrants 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, right, and authors in one into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower, on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or detenses 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.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents, Tunder, scars South Valley State Barrel's successors and acc

POSSESSIOH AND MAINTENANCE OF THE PROPERTY. Grantor and Borrower agree that Grantor's possession and use of the Property shall be Bonetued partie following bioneious: obligates Landar to mine advances to Borrower so long at Morrow is

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 limitations on the Property. This INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE, ITTLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS

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

Duty for Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value. The terms "hezardous waste," hezardous substance," "disposal," "release," and "threatened release," as used in this Deed of Trust, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 180, as amended, 42 U.S.C. Section 5601, et seq. ("CERCLA"), the Superfund Ameriments and Reauthorization Act of 1886, Pub. L. No. 99-499 ("SARA"); the Hazardous Materials Transportation 'Act; 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6501; et seq., or other applicable state or Federal laws, rules; or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender, that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing. (f) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (f) any such activity shall be conducted in compliance with a superior and property or indirective substance of, or release any hazardous waste or substances, and conductive,

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 souright to remove, any timber, minerals (including oil and gas), soil; gravel or rock products without the prior written consent of Lender.

GGRemoval of Improvements: Granton shall not demotish or remove any Improvements from the Real Property without the prior written consent of Lender: As a condition to the removal of any improvements. Lender may require Grantor to make arrangements satisfactory to Lender to replace size 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 be Lender's interests and to inspect the Property 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 effect, of all governmental authorities applicable to the use of occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith: 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 jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended 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 project and preserve the Property.

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 or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary, whether by outright sale, deed, installment sale contract, and contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract; or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

TAXES AND LIENS. The following provisions relating 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 sever), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material turnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Leinder under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right To Contest. Grantor 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 is 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, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient logisgings the lengths any costs and attorneys less or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

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

Motice of Construction: Grantor Shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any malerials are supplied to the Property, if any machanic's lien, inaterialmen's lien, or other lien could be asserted on account of the work, services, or malerials and the cost exceeds \$1,000,00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender hard advance assurances satisfactory to Lender hard advance assurance as a large satisfactory to Lender hard advance as a large

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 Maintenance of Insurance: Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value dovering all improvements on the Real Property in an amount sufficient to avoid application of any colorurance, clause, and with a standard mortgage clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender insurance by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satistatory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

Application, of Proceeds. Grantor shall primptify notify Lender, of any loss or damage to the Proceeds.

Application of Proceeds. Granton shall promptly, notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$500.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, receive and retain the proceeds of any insurance and apply the proceeds to the 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. Lender, shall, upon satisfactory proof of such expenditure, pay or reimburse, Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Unexpired insurance at Sale. Any unexpired insurance shall increate the benefit of, and pass to, the purchaser of the 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

Bight 2 year, the process are or other sale networks and a superior of the property insured; the property insured that the property is property insured that the property is property insured that the property is property in the property of the property insured that the property is property in the property insured that the property is property insured the property insured the property insured that the property is property insured the property insured th

EXPENDITURES BY LENDER. If Grantor 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 deems appropriate. Any amount that Lender'expends in so doing will bear interest at the rate provided for in 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 of the Note; and be apportioned, among and be payable with, any installment payments to become due during either (i) the term of any applicable 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 remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to be a construction of the standard of the payment of the

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

Title: Grantor, warrants, that: (a) Grantor, holds good and marketable title of record to the Property in fee simple, 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, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and proceeding the content of the property of the prope

Defense of Titles: Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee 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 shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such this truments as Lender may request from time to time to permit such participation.

Compiliance With Laws. Grantor warrants that the Property and Grantor's use of the Property compiles with all existing applicable laws, ordinances. and regulations of governmental authorities.

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 at 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 shall mean the award after payment of all reasonable costs, expenses, and afterness' fees incurred by Trustee or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation 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 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 it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whitever 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 and taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Satisfying the following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part gate of the indebtedness; secured by this Deed of Trust; (b) a specific tax on Borrower, which Borrower is authorized or required to deduct from being 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 holder of 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 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 of all of its available remedies for an Event of Default as provided below unless Grantor 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 Lender cash or a sufficient corporate surety 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: Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Granlor, sile executed counterparts, copies or reproductions of this Deed of Trust in the real property 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 Granfor (debtor) and Lander (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 OS-Trust.338

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DEED OF TRUST

Loan We want of adjustes of grantor (grantor) and (continued) as but the sum want of the second continued and conti

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 inade; executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, or reflect, 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, deads of trust causing deads as upon a financial state of trust causing deads as upon a financial state of trust causing deads. deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, continued and criter documents as 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 property (a) the configuration of the contrary by Lender in writing, Grantor shall relimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

outiget ? Attorney-In-Fact: If Grantor falls 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 inevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making; executing, delivering; filing, 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, terminates the line of credit, 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, suitable statements 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.

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

Defauit 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

Default on Other Payments. Failure of crantor within the limit required by this beed of this to make the payments of the payment necessary to prevent filling of or to effect discharge of any lien.

The payment necessary to prevent filling of or to effect discharge of any lien.

Default in Favor of Third Partles. 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 Documents.

Compliance Default. Failure of Grantor or Borrower 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.

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

Detective Collaboralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

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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 faith 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

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 of other obligation of Grantor or Borrower to Lender, whether existing now or later.

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MYHEVYILA: NELECTOR IN THE THE DESCRIPTION OF CHARLES OF AN GUARANTOR of any of the Indebtedness or any Guarantor dies Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies Events incompletent; or revokes or disputes the validity of, or liability under, any Guarantor of the Indebtedness. Lender, at its option, may, but or becomes incompletent; or revokes or disputes the validity of, or liability under, any Guarantor of the Indebtedness. 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 sassfactory that to Lender, and, in diagrams of the Lender of the Indebtedness or any Guarantor dies.

Adverse Change, A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or contractors.

performance of the Indebtedness is impaired. Ship expenses

gest insecurity. Lender in good faith deems liself insecure.

Right to Cure. 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 rugni to cure, it such a rather is curable and in channor of borrower has not been given a horse of a breach of the same provision of as been 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 of Trust within interest in notice demanding cure of such failure: (a) cures the failure within lifteen (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.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Trustee or Lender, at its option, may exercise any orie or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

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 foreclosed 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 the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor or Borrower, to take possession of and manage the Property and collect the 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 tenthic area 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 invocably 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 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 payments are made, whether or not any proper grounds for the demand response to Lender's demand shall salisty the obligations for which the payments are made, whether or not any proper grounds for the demand 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 protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disquality a person from serving as a receiver.

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 detablit of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of becomes entitled to possession of the Property upon 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.

that (station and was the day per doctor) and the house of the Note or by law.

Other Remedias., 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 Granter 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 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

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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 Trustée or Lénder 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.

Welver; Election of Remedies. A waiver by any party of a breach of a provision of this Deed of Trust shall not constitute a waiver of or prejudice Waiver; Election of Hemedies. A waiver by any party of a breach of a provision of this Deed of Trust shall not constitute a waiver 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 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 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, 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 Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or title reports (including foreclosure reports), surveyors' reports, appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by the surface of the country of the country of the surface of the trustee, to the extent permitted by the country of the country of

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

POWERS AND OBLIGATIONS OF TRUSTEE. The following 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 of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, and (c) join in any subordination 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.

Chilgations 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 this Dead of Trust is recorded, and the name and address of the successor trustee, and Grantor, the book and page where Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties all other provisions for substitution.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Deed of Trust shall be in writing, may be be sent by telefacsimilie, and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mall first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. For notice purposes, Grantor agrees to keep

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 alteration 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 alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall turnish 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. That operating income shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Applicable Law. This Deed of Trust has been delivered to Lender and accepted by Lender in the State of Oregon. This Deed of Trust 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. One section of the 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. On the user of the provisions of the 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; Corporate Authority. 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 Borrowers signing below is responsible for all obligations in this Deed of Trust. A PROPERTY OF The Property of Trust and Exercise States of Trust and Exercise

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such 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 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, bender, 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 obligations 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.

Walvers and Consents. Lender shall not be deemed to have waived any rights under this Deed of Trust (or under the Related Documents) of such right or any other right. A waiver by any party of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's balween Lender and Grantor of Borrower, shall constitute a waiver of any other right. A waiver of any other provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor of Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower's obligations as to any of the provision. Whenever consent by Lender is required in this Deed of Trust, the granting of such consent by Lender in any instances shall such constitute continuing consent to subsequent instances where such consent is required.

COMMERCIAL DEED OF TRUST. Grantor agrees with Lender that this Deed of Trust is a commercial deed of trust and that Grantor will not change COMMERCIAL DEED OF THUST. Grantor agrees with Lender that this Deed of Trust is a commercial deed of trust and that the use of the Property without Lender's prior written consent.

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(Continued) DEED OF TRUST

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### DEED OF TRUST (Continued)

Page 6

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The undersigned is the legal owner and holder of all indebtedness sectually paid and satisfied. You are hereby directed, upon payment to you any applicable status, to cancel the Note secured by this Deed of Trus without warranty, to the parties designated by the terms of this Deed or reconveyance and Related Documents to g as secondary with the terms. The true true of the parties of the secondary with the terms of this Deed or reconveyance and Related Documents to g as secondary with the terms.	red by this Deed of Trust. All sums secured by this Deed of Trust have been of any sums owing to you under the terms of this Deed of Trust or pursuant to t (which is delivered to you together with this Deed of Trust), and to reconvey, if Trust, the estate now held by you under this Deed of Trust. Please mail the around state in pushing the product of the Deed of Trust. Please mail the around state of the Deed of Trust. Please mail the around state of the Deed of Trust.
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### EXHIBIT "A" LEGAL DESCRIPTION

### PARCEL 1:

Lots 7 and 8, the Easterly 36 feet of Lot 6, the Southerly 10 feet of the Easterly 36 feet of Lot 3 and the Southerly 10 feet of Lots 1 and 2, Block 7 North KLAMATH FALLS ADDITION, in the County of Klamath, State of Oregon.

#### PARCEL 2:

That portion of Lot 5 lying East of State Highway property and all of Lot 6, EXCEPTING the Easterly 36 feet of Lot 6, Block 7 North KLAMATH FALLS ADDITION, in the County of Klamath, State of Oregon.

TATE OF OREGON:	COUNTY OF KL	AMATH: ss.					
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September	A.D., 19 <u>_9</u> 0	6at <u>9:30</u> Egages	o'clock	AM., and duly	recorded in V	ol. <u>M96</u>	
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