LE MARK CELL

DEED OF TRUST LINE OF CREDIT INSTRUMENT

크스가 불어하는 사람, 회사 회사 관심 경우를 받는 것 같아. 그리다.		Date: September 25, 1996
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antor(s): Richard L Creamer	1 1 7	Address:
Bertie G Creamer 15:01 10:01 10:00 1	(38)	Klamnth Falls OR 97601
Bertie G Creamer		146 Hillside Ave
grower(s): Richard L Creamer		Klemoth Falls OR 97601
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meticlary/("Lender") To Dead Sun recorded for Europe John Tone	1297	Address 16 501 SE Hewthorne Blvd Ste 301
"我们,我们们的我们,我们就是我们的,我们就是我们的,我们就是我们的,我们就是我们的,我们们就是我们的,我们们就是我们的。"	1.33	Portland OR 9/208-31/8
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ustee: National Association 1 32 of the vertice	1 1137	Address: PO Box 334
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GRANT OF DEED OF TRUST. By signing below as Grantor, I into	vocably	grant, bargain, sell and convey to Trustee, in trust, with power of sale, the located in ICLAMATH County, State of Oregon,
ollowing property, Tax Account Number 375 11	'حجب	Cold A All and a survey a separation radio of the state south and the cold
cre particularly clescriped as follows: // /s Atheworks (not	€ สิน! วิสหมะ	The CLARGE BASE TWO BEET HEREIGHT STORES IN THE STORES TO STORE THE STORES
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low or later located on the Property (all referred to in this Deed of	Trust as	below Lagree that I will be legally bound by all the terms stated in this Deed
indirents from the Property as additional security for the cool of infirmations of additional may be be solve in all bolivers as little.	1313	
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DEBT SECURED, This Deed of Trust secures, In Mollowing:	3 ADO16	
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and payable to Lender, on which the last rayment is due	1 1.00 1 1.00 k	The second of th
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checked, unless paragraph 2b. is also checks a populated you	1 14 14 1 1 14 14 1	1、1、1、14、1、1、1、14、1、14、14、14、14、14、14、14
A b. The payment of all amounts that are payable to Lend	e at an	y time under a Equity Creditline Agreement
dated. September 25, 1995, and any ricers	Or anne	("Borrower").
Bertie G Creamer and Richard L. Cream.		abala (in accordance with the terms of the Credit Agreement) one or
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DEED SAMERICAL LINE (1F) SREDIT INSTRUMENT

DEED OF TRUST CREDIT INSTRUMEN

3.11 will keep the Property insured by companies acceptable to you with fire and theft insurance, flood insurance if the Property is located in any area which is, or hereafter will be designated as a special flood hazerd area, and extended coverage insurance, if any, as follows:

FARMERS

140 Hitstide Ave

Kiemeth Calis OR BYSCT

The policy amount will be enough to pay the entire amount owing on the debt secured by this Deed of Trust or the insurable value of the Property, whichever is less; despite any co-insurance or cimilar provision in the policy. The insurance policies will have your standard loss payable endorsement. No one but you had a mortgage or lien on the Property, except the following Permitted Lier (3) 1112 7

NONE

KLAMAIN 3.2 I will pay taxes and any debts that might become a lien on the Property, and will keep it free of trust deeds, mortgages and liens, other than yours and the Permitted Liens just described.

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- 3.3 I will also keep the Property in good condition and repair and will prevent the removal of any of the improvements.
- 3.4 If I do not do any of these things, you may do them and add the cost to the Note or Credit Agreement as applicable. I will pay the cost of your doing these whenever you ask, with interest at the fixed or floating rate charged under the Note or Credit Agreement, whichever is higher. Even if you do these things, my failure to do them will be a default under Section 6, and you may still use other rights you have for the
- 4 DUE CN SALE I agree that you may, at your option, declare due and payable all sums secured by this Deed of Trust if all or any part of the Property, or an interest in the Property, is sold or transferred. If you exercise the option to accelerate, I know that you may use any default remedies permitted under this Deed of Trust and applicable law. I know that you may exercise your rights under this due on sale provision each time all or any part of the Property, or an interest in the Property, ic sold or transferred, whether or not you exercised your rights on any previous sales or transfers.
- is to report to those Table on you proper to TIME of these coor 5. PROTECTING YOUR INTEREST. I will do anything that may now or later be necessary to perfect and preserve this Deed of Trust and I will pay all recording fees and other fees and costs involved.
- 6. DEFAULT, It will be a default:
 - 6.1 If you do not receive any payment on the dobt secured by this Deed of Trust when it is due:

capis (Transon the all) of the English

- 6.2 If I commit fraud or make any material misrepresentation in connection with my loan application, the Note or Credit Agreement, this Deed of Trust, or any aspect of my line of credit. For example, it will be a default if I give you a false financial statement; or if I do not tall 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; layer, length the to the country and e
- 6.3 If any action or inaction by me adversely affects your security for the Note or Credit Agreement, including, but not limited to, the fellowing:
- a. If all or any part of the Property, or an interest in the Property, is sold or transferred;
- b. If I fall to maintain required insurance on the Property;
- c. If I commit waste on the Property or other rise destructively use or fail to maintain the Property;
- e. If I fall to pay taxes or any debts that might become a lien on the
 - f_1f.1. do not keep the Property free of doeds of trust, mortgages and liens, other than this Deed of Trust and other Permitted Liens ! | ave already told you about;
 - g. If I become insolvent or bankrupt;
- h. If any person forecloses or declares a forfeiture on the Property under any land sale contract, or forecloses any Permitted Lian or other lien on the Property; or
- i. If I fail to keep any agreement or breach the warranties, representations or covenants I am making to you in this Dext of Trust about hazardous substances on the Property.

- 7. YOUR RIGHTS AFTER DEFAULT. After a default, you will have the following rights and may use any one, or any combination of them, at any
 - 7.1 You may declare the entire secured debt immediately due and payable all at once without notice.
 - 7.2 Subject to any limitations imposed by applicable law, either before or after a sale of the Property under a judicial foreclosure, or before a sale of the Property by advertisement and sale, you may sue for and recover from Borrower all amounts remaining under the Credit Agreement, under the Note, and under this Deed of Trust.
- 7.3 You may foreclose this Deed of Trust under applicable law either judicially by sult in equity or nonjudicially by advertisement and sale.
- 7.4 You may have any rents from the Property collected and pay the amount received, over and above costs of collection and other lawful expenses, on the debt secured by this Deed of Trust.
- 7.5 I will be liable for all reasonable collection costs you incur, to the full extent allowed by law. If you foreclose this Deed of Trust either judicially by suit in equity or nonjudicially by advertisement and sale, i will also be liable for your reasonable attorney fees including any on appeal or review.
- 7.6 You may use any other rights you have under the law, this Deed of Trust, or other agreements, including but not limited to any Note or Credit Agroement.

- 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.
 - 8.2.1 will not cause or permit any activity on the Property that directly or indirectly could result in the release of any hazardous substance onto or under the Property or any other property. I agree to provide written notice to you immediately when I become aware that the Property or any adjacent property is being or has been subjected to a release of any hazardous substance.
- 8.3 You and your representatives may enter the Property at any time for the purpose of conducting an environmental audit, committing only such injury to the Property as may be necessary to conduct the audit. You shall not be required to remedy any such injury or compensate me therefor, I shall cooperate in all respects in the performance of the addition shall pay the costs of the audit if either a default exists under this Deed of Trust at the time you arrange to have the audit performed or if the audit reveals a default pertaining to hazardous substances. If I refuse to permit you or your representatives to conduct an environmental audit on the Property, you may specifically enforce performance of this provision.
 - 8.4 I will indemnify and hold you harmless from and against any and all claims, demands, liabilities, lawsuits and other proceedings, damages, losses, lieno, penalties, fines, clean-up and other costs, expenses, and attorney fees (including any on appeal or review) arising directly or indirectly from or out of, or in any way connected with (i) the breach of any representation, warranty, covenant, or agreement concerning hazardous substances contained in this Deed of Trust or in any other document executed by me in connection with the debt secured by this Deed of Trust; (ii) any release onto or under the Property or other property of any hazardous substance that occurs as a direct or indirect result of acts or omissions by me or my agents or independent contractors; and (iii) any release onto or under the Property of any hazardous substance that occurs during my ownership, possession, or control of the Property.
 - 8.5 If you chall at any time, through the exercise of any of your remedies under this Deed of Trust, or by taking a deed in lieu of foreclosure, hold title to or own the Property in your own right, you may, at your option, convey the Property to me. I covenant and agree that I shall accept delivery of any instrument of conveyance and resume ownership of the Property in the event you exercise your option hereundar to convey the Property to me. You, at your sole discretion, shall have the right to record any instrument conveying the Property to me and such recordation shall be deemed acceptance by me of the instrument and the conveyance.



DEED OF TRUST LINE OF CREDIT INSTRUMENT

8.6 All of my representations, warranties, or venants and agresments contained in this Deed of Trust regarding any hazardous substance, including but not limited to my agreement to accept conveyance of the Property from you and to resume ownership, shall survive foreclosure of this Deed of Trust or acceptance by you of a ceed in lieu of foreclosure.

8.7 For purposes of this Deed of Trust, the term "hazardous substance" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material or hazardous, toxic or radioactive substance (or designated by any other similar term) by any applicable federal, state or local statute, regulation or ordinance now in effect or in effect at any time during either the term of this Deed of Trust or the period of time I remain in possession, custody, or control of the Property following either foreclosure of this Deed of Trust or acceptance by you of a deed in lieu of foreclosure.

9. SATISFACTION OF DEED OF TRUST. When the Note or Credit Agreement or both, as applicable, are completely paid off and the Credit Agreement, as applicable, is cancelled and terminated as to any future loans, I understand that you will request Trustee to reconvey, without warranty, the Property to the person legally entitled thereto. I will pay Trustee a reasonable fee for preparation and execution of the reconveyance instrument and I will record the reconveyance at my expense.

10. CHANGE OF ADDRESS. I will give you my new address in writing whenever I move. You may give me any notices by regular mail at the last address I have given you.

11. OREGO'N LAW APPLIES. This Deed of Trust will be governed by Oregon law.

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

Portie 4. Creamer	w
Grantor Berlie G Creamer	Grantor Richard L Creemer
Grantor	Grantor
Grantor	
INDIVIDŲAL	ACKNOV/LEDG/LIENT
STATE OF OREGON)) is.	9.25-96
County of Klamath)	Date
Personally appeared the above named Bertie G Creamer all and acknowledged the foregoing Deed of Trust to be	nd Richard L Creamer
OFFICIAL SEAL CONTROL NOTARY PUBLIC-OIL GON	Before me: Landi medigi
COMMISSION NO. (7 0664 MY COMMISSION EXPIRES IT C. 15, 1938)	Notary Public for Oregon My commission expires: 12-15-96
	<u> </u>
O TRUSTEE:	PRECONVEYANCE
The Note of Credit Adresment of Doth, as applicable, togather with all	as applicable, secured by this Deed of Trust. The entire obligation evidenced by other indebtedness secured by this Deed of Trust, have been paid in full. You are pplicable, and this Deed of Trust, which are delivered herewith, and to reconvey, st to the person or persons legally entitled thereto.
Date:	Signature:

U.S. BANK

TO DEED OF TRUST / LINE OF CREDIT MORTGAGE

All that portion of Lots 1, 2 and 3 of Block 15 in Dixon Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at the Southeast corner of Lot 1 of said Block 15; thence Westerly along the South line of said Block 15, a distance of 147.18 feet to the Southwest corner of Lot 3 of said Block 15; thence Northerly along the Westerly line of said Block 15, a distance of 66 feet; thence Easterly, a distance of 147.18 feet, more or less, to a point on the Easterly line of said Block 15 which is 66 feet Northerly along said line from the Southeast corner of said lot 1; thence Southerly along the Easterly line of said Lot 1 a distance of 66 feet to the point of beginning.

	STATE OF OREGON	: COUNTY OF X	LAMATH:	c s.					
ì	Filed for record at re	quest ofU.	S. Bank						
	Filed for record at re of OCTOBER	A.D., 19	96 at <u>1</u>	:46 o'c	lock P. M.	and duly record	he <u>14th</u> ded in Vol	1 M96	day
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	FEE \$25.00	医乳桂醇 美物 認如註 聚压	全衛工程 对邻亚亚维加亚	SCLIECHA	G. TGESCU	County	/ Clerk		