LIB PANIC CE 0411 36 BD 2 P1:30

DEED OF TRUST LINE OF CREDIT INSTRUMENT

Vol. 1996 Page 38935

	Date: Decambar 3 1995
e f era the continues of a 13 TANARO STT A-21 to the room of the r	THE COLUMN TO THE COLUMN TO THE COLUMN THE C
Jemas R Bailey and spot	Address: 5821 Sertlett Ave
The row man defense has entire served dobt impredictly due in	Addess: 9821 Herriett Ave
James R Bailey and history in the stayed Borrower(s): Ruth A Bailey	表 155 到底,随我的时候,未被整体的身体,但不能是一般的自然表现这些地方活动。特别在这个个人的一个,不是不是不是
or that was the first fight the second from the property of the contract of th	Address: 5821 Bartlett Ave
s inited to Jacobicsol late but a monity model to be light to the order of the state of the stat	Klamath Falls OR 97603
Beneficiary/("Lender"); Bank of Oregon	dress: P O Box 3176
udit to be elect concurre scalled into the concern	11 Bulay por El and 03 97208-3176
U.S. Bank of Washington 11 16 vold childs thru (2011 to valuati toollaki) san up/ 6.7. Trustep: National Association (2011 to valuati toollaki)	/Marshampol Boca3347 - State of the State of
was mangan appropriate X Ares from the Submit a ten unit and section and secti	ed nonally derive a more property of the prope
7.4 you may have environts from the Promety collected and pay to	
is tral terro bee refrection to a Lon eveds briefled (ever be tribened). 1. GRANT OF DEED OF TRUST: By signing below as:Granto ; librevocably ;	f. Nt. Dargain, sell and convey to Trustee, in trust, with power of sale the
following property, Tax Account Number 569316	cited in K (sme t); County, State of Oregon,
more particularly described as follows:	of the field a trace of the state of the sta
LOT 11 IN BLOCK 1 OF TRACT NO. 1018 FERNDAL	表 "我是我们的我们的我们,我们就是"我们,我们就是一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个
OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE	OF THE COUNTY CLERK OF
KLAMATH COUNTY OREGON	i like to titulist. Desi (d. in troduce anglis y troduce liste about, in sewical di I that liste a list is a transport of a titulist a set and all set transfer
e Dust, or a september institute the continuity to each our	
or as described on Exhibit A, which is attached hereto and in this reference to	ncorporated herein, and all builtings and other improvements and fixtures
now or later located on the Property (all referred to in this Ix ad of Trust as "ti and rents from the Property as additional security for the data described be	r Property Lalso here y assign to Lender any existing and future leases
Txcept 14411 Woxsiy dinclosed on 351 in writing I repres tanii ix	the 10.72 of the 1.44 of the 1.44 of the term of the 1.44 of 2.44 of 2.
such the result the help are data and state of a steeled, to cancel 4800 or	the strayed deletes being suppose year by one continue induc-
2 DEBTISECURED: This Deed of Trust secures the following: A thick band in the Mark t	
a The payment of the principal, interest, credit it port fees, late	ross, attorneys' feet (including any on appeal or review), collection
costs and any ard all other amounts, owing uncer a note with	in original principal amount of \$ 27,000.00 , dated
December 3, 1996 , signed by James, R. Bailey	
and payable to Lender, on which the last payment is due. Decemb	(Sorrower), (Sorro
of (collectively-Note) and an applicable and the light of the collectively-Note)	line and Estin track being that or in he was and
Forms of the life supports of the support of the support of the surface of the su	Section (4.16) (1.16) (
and any extensions and renewals of any length. The word I LINE OF CRED	T INSTRUMENT do not apply to this Deed of Trust if this paragraph 2a. is
checked, unless paragraph 2b. is also checked.	i distrumo y mischi in ligaro en in il 1292, en recentado independe de la Interior ligaro (1915 la 1917) en em escala en interior en entre en la comercia en la comercia en la comercia e
to a mily the revivous of the sine to many day notion of the condense of the	E SEE TO BE THE SECOND OF THE CONTROL OF THE SECOND OF THE
dated any a nendments the	cto (Cradit Agreement), signed by
out emiscedulo o outratti come au coetta compania pagina pagina postitica.	("Borrower"). The Credit Agreement is for a revolving line of credit under
which Borrower may obtain (in accordance with the terms of the Credit / maximum principal amount to be advanced and outstanding at any one time.	Q sement) one or more loans from Lender on one or more occasions. The
44 from the angles and the company of the state of the second of the sec	
The term of the Credit Agreement consists of an Initial period of ten ye	
during which advances can be obtained by Borrower, folic wed by a repayr, amounts owing to Lender.	-
이 물이 그는 사무를 하는 눈을 하실하고 있습니다. 날을 통해 그리는 이 작업이	provide (2007 of 100 from the financial and the control of the con
This Deed of Trust secures the performance of the Cra lit Agreement, ti	no payment of all loans payable to Lender at any time under the Credit
Agreement, the payment of all interest, credit report it as, late charges collection costs and any and all other amounts that are nayable to Lender	
cofany.length) discoulate sia gay yaa a rajio too la dii ty lastaali	के ही क्षेत्र का का राज राज राज है है के के के किस के किस है है कि किस है कि किस है कि किस है कि किस है कि कि
any notine entra no indicative coveract. Or apresenced contact of	with one of the order of the section
[X] c. This Deed of Trust also secures the payment of all other sums, security of this Deed of Trust, and the performance of an / covenants and	
repayment of any future advances, withinterest the eon, made to Borrowe	under this Deed of Trust.
in this count to a literal you taken but a consistence at any that the seek	l and collection being a sole of the collection
The interest rate, payment terms and balance due under the Note or Credit renegotiated in accordance with the terms of the Note or dithe Credit Agr	
or both, as applicable.	the plant had been a land on a constraint of
o proposal je salosta je kolkara poda sak le koni kon je dalost	
Viver recording, return to: at labor to be plant the base labor met and the second to the second to be a seco	THIS SPACE FOR RECORDER USE
UIS Bank Retails Finance Ctransport of the service	till der i de la communicación
b 0,89% 314 p. co. je jest janen kar pokraj jeg. jege jeus	Trojo Terli 6 (1914) (pr. e. B. elser 12 mense op 1 meget graften. I den kontroj Fysi (pr. 2018) a station und best for resear
Part land OR 97208-3176	
that have the fill in the secretary inclument convinces the Process to	l selle ser si l'était l' à lia mença de les de mai de la lia
come and at 1974 condition state perfecting acceptance by the of the	best line buy a grade the entered of a consistence

THE OF CHIST INSTANCE

ent Page 222

3. INSURANCE, LIENS, AND UPKEEP.

2.11 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 hazard area, and extended coverage insurance, if any, as it llows:

STATE FARM

1911 11 11 10 tox Sartlett Ave soore so site indivision

ono live in the specific one

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, daspite any "co-insurance" or similar provision in the policy. The insurance policies will have your standard. loss payable endorsement. No one but you has a mortgage or lien on the Property, except the following Permitted Lien(s)*:

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 tiens, others it than yours and the Permitted Liens just described. THE DIANT

and when the month the standard of the first part with power on an entering

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 of Credit Agreement as applicable. I will be, the cost of your doing these whenever you ask, with interest at the fixed or floating rate charged under the Note or Credit Agreement, which is higher Even if you do these things, my failure to do them will be a default under Section 5, and you may still use other rights you have for the

4. DUE ON SALE. I agree that you may, at your option, declare due and payable all sums secured by this Deed of Trust If all or any part of the Property, or an interest in the Property, is sold or transformed if you exercise the option to accelerate, I know that you may be any default. remedies permitted under this Deed of Trust and applicable law. I know that you may exercise your rights under this due on sale provision each? time all or any part of the Property, or an interest in the Property, is sold or transferred, whether or not you exercised your rights on any previous sales or transfers.

5. PROTECTING YOUR INTEREST. I will do anything that may now or later be necessary to perfect and preserve this Deed of Trust and I will pay all recording fees and other fees and costs involved.

6. DEFAULT. It will be a default:

6.1 If you do not receive any payment on the debt secured by this Dead 2.4. of Trust when it is due; al trianspared tibe (2 or la

ve bargió ("her friss f parl

no viditi

62 If I commit fraud or make any material misrepresentation in connection with my loan application, the Note or Credit An sement, this Deed of Trust, or any aspect of my line of credit. For example, it will be a default if I give you a false financial statement, or if I do not tell you the truth about my financial situation, about the Property that is subject to this Deed of Trust, or about my use of the money I obtained from you through the Note crilline of credit; vornities and independent, ac

प्रकार का प्रकार के में इसिम्प्री ब्रह्म के का का का अपने हैं। इस प्रकार के अ 6.3 If any action or inaction by me adversely affects your security for the Note or Credit Agreement, including, but not limited to, the following:

- a. If all or any part of the Property, or an Interest in the Property, is sold or transferred;
- b. If I fail to maintain required insurance on the Property;
- c. If I commit waste on the Property or otherwise destructively use or fall to maintain the Property in sincelline as, this is some can his regisery series and research to a series and research to the series of t
- e. If I fall to pay taxes or any debts that might become a lien on the
- f. If I do not keep the Property free of deeds of trust, mortgages and liens, other than this Deed of Trust and other Fermitted Liens I have already told you about;
- g. If I become insolvent or bankrupt;
- h. If any person forecloses or declares a forfeiture on the Property under any land sale contract, or forecloses any Permitted Lien or other lien on the Property; or
- i. If I fall to keep any agreement or breach the warranties, representations or covenants I am making to you in this Deed of Trust about hazardous substances on the Property.

SINE OF CREDIT INSTRUMEN

YOUR RIGHTS AFTER DEFAULT. After a default, you will have the ollowing rights and may use any one, or any combination of them, at any aralis Birlass

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 lawful expenses, on the debt secured by this Deed of Trust.

7.5 I will be liable for all reaconable collection costs you incur, to the full extent allowed by law. If you foreclose this Deed of Trust either fudicially by sult in equity or nonjudicially by advertisement and sale, ! 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. Martin. War belikane ta

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 usen storad, located, used, produced, or released on the Property or any adjacent property prior to my ownership, possession or control of the Property.

3.2 will not cause or permit any activity on the Property that directly or indirectly could result in the release of any hexardous 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 condicting an environmental audit, committing only such injury to the Property as may be necessary to conduct the audit. You shall not be required to remedy any such injury or compensate me therefor, I shall cooperate in all respects in the performance of the audit. I shall pay the costs of the audit if either a default exists under this Deed of Trust at the time you arrange to have the audit performed or if the audit reveals a default pertaining to hazardous substances. If I refuse to permit your 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 cialms, demands, liabilities, lawsuits and other proceedings, damages, losses, liens, penalties, fines, clean-up and other costs, expenses, and attorney fees (including any on appeal or review) arising directly or indirectly from or out of, or in any way connected with (i) the breach of any representation, warranty, covenant, or agreement concerning hazardous substances contained in this Deed of Trust or in any other document exocuted by me in connection with the debt secured by this Dead 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 ornissions 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 remodies 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, convay the Property to me. I covenent and agree that I shall accept delivery of any instrument of conveyance and resume ownership of the Property in the event you exercise your option hereunder to convey the Property to me. You, at your sole discretion, shall have the right to record any instrument conveying the Property to me and such recordation shall be deemed acceptance by me of the Instrument and the conveyance.

UE BANK

DEED OF TRUST LINE OF CREDIT INSTRUMENT

9. SATISFACTION OF DEED OF TRUST. When the Note or Credit Agreement or both, as applicable, are completely paid off and the Credit Agreement, as

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

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

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

preparation and execution of the recenveyance instrument and I will record

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

11. CREGON LAW APPLIES. This Dead of Trust will be governed by Oregon

12 NAMES OF PARTIES. In this Deed of Trust "I", "me" and "my" mean

the reconveyance at my expense.

address I have given you.

B.G. All of my representations, warranties, covenants ard agreements contained in this Deed of Trust regarding any hazarccue substance, including but not limited to my agreement to accept conveyance of the Property from you and to resume ownership, shall survive foreclosure of this Deed of Trust or acceptance by you of a deed in lieu of foreclosure.

8.7 For purposes of this Deed of Trust, the term "hazarcicus 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 crainance 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, custo 1 i, or control of the Property following either foreclosure of this Dexi of Trust or acceptance by you of a deed in Ilou of foreclosure.

i agree to all the terms of this Deed of Trust.	But A Bully
Grantor James R Bailey	Grantor Ruth A Bairley
Grantor	Ganto
Grantor	
	ALACKNOWLEDGMENT
STATE OF CREGON	
County of Klamath) es.	12-5-96 Deto
Personally appeared the above named R Bailey and acknowledged the foregoing Deed of Trust to be	rod Rutin A Balley voluntary act.
C. Wistan	Before me: Licensian Runia
MOTARY 19 SECREGON OCSULTE FOR U.O. 056812 INVOCAMASION EXPRES AUG. 18, 2000	Notary Public for Oregon My commission expires: Aug-18, 2000

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the Note or Credit Agreement or both, as applicable, secured by this Deed of Trust. The entire obligation evidenced by the Note or Credit Agreement or both, as applicable, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel the Note or Credit Agreement coboth, as applicable, and this Deed of Trust, which are delivered herewith, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date:	56:5 (45:3) [58:30 :48 52]	是11年1月1日 医克里特氏征	· 景教(日本月報)初編章	Signature: -	48 (MES)	《谢传·题》: 照料的	day responsible	d Native Flavor Fee
CVPART	OF ORECON. COL	APPLICATION AND ADDRESS OF THE PARTY OF THE		1 43 1 2 2				
SIAIE	OF OREGON: COU	NTY OF KLAMATH: s	5 - 編 - 4 15 16 16 16 1	1 自然知 製飲				可能多数分别的 医二氯酚基 东
		U.S. Ba			Agency (1970)	the	26th	day
	or record at request of		ur k	o clock	P.M., and			
Filed fo	or record at request of	Ü.S. Ba	uk 1:30		P.M.; and	duly recorded i		
Filed fo	or record at request of December	U.S. Ba	uk 1:30		in Page 🔝	duly recorded i	n Vol.	м96 .
Filed fo	or record at request of	U.S. Ba	uk 1:30		in Page	duly recorded i 39935	n Vol.	м96 .