PANS (130413

31 96 DEC 26 PT:30

DEED OF TRUST

보이 한 어디 있는 사람 사람은 얼굴을 하는 것을 다 했다. 사람들은 H	l 활용한 端端端線 함께 등록등록 - 원인조원 2012년 이 기년 하시 도시 와 인스 네티스네트 2017년 - 인
YOUR RICHTS 1874 DEFAULT AIM EDINAM, SON AN HELE IN	Date: September 26, 1998
rus sand arread worth look wand you wanter the	
rantor(s): Kathryn A Lupinski	Atress:
eu se viet kessei ide texacer salos en vale Seren առ՝ են J <b>offrey A Lupinski, and</b> վեր արան Թարբե	Arriess: 8731 Cottage Ave
Kathryn A Lupinski	를 잃어지는 사람들은 물이 된다. 등록 소리가 가장 중요하다. 그 첫 100 HB 1
reaction of the first terminal employees approach to be a second t	Klemeth Fails OR 97603
eneficiary/(Lender) Bank of Oreson	Address: P O Box 3176
tand to be a divided a long of the board of the beauties the	00 97208-3176
II S Rank of Washington.	Address: PO Box 3347.
rustee: et al traction for Read of the light sends of your black.	office Lies Wash Devo7208
est (sa pro recordos proquel sur ren) ajna (sa ten car car car	The second secon
hits at antire tata no free doo to place events one to very events one to the tata of the	y grant, bargain, sell and convey to Trustee, in trust, with power of sale, the
ollowing property. Tax Account Number 300000 AC-00700	located in Klassath County, State of Oregon,
norg particularly described as follows: 100 (4) 1 (5) 01 (4)	HILLS (ESTATES ) ACCOURDING TO
打到1998年1998年中国中国共和国共和国共和国共和国共和国共和国共和国共和国共和国共和国共和国共和国共和国	OFFICE OF THE COUNTY CLERK
THE OFFICIAL PLAT THEREOF ON FILE IN THE	OFFICE OF THE COUNTY CLERK
OF KLAMATH COUNTY, OREGON.	A THE PERSON OF
To Least sent well out a street went out endougles to up the early and out? 8.  Source to a character too took entitled to tend to be the tendence of the control of the co	and division
or as described on Exhibit A, which is attached hareto and by this refero	nce incorporated herein, and all buildings and other improvements and fixtures as "the Property". I also hereby assign to Lender any existing and future leases
now or later located on the Property (all referred to in this beet of indi-	d below. I agree that I will be legally bound by all the terms stated in this Deed
of Trust 1990 con training of the or baseles by sholin in an indeed in	医动物 医乳腺囊 经证券 建设备 电电影 医二甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基
Lightly have been been also realistic realistics for a 1730y CF 1855.	The state of the s
2. DEBT SECURED, This Deed of Trust secures the following: contain the last the following: contains the last the following the last the la	
X a. The payment of the principal, interest, or dit report fees,	Inte charges; attorneys! fees (including any on appeal of review), collection
costs and any and all other amounts, owling under a note	iningh and Kathryn A Lupinski
and payable, to Lender, on which the last payment is cue. Se	tember 26, 2011 , as well as the following obligations, it any
" recliectively (Note"): one to excellent of the business to both viscosite	1. 왕은 회사활동하면 발생생활한 발생하면 한생동하는 어린 아이들은 다른 이 아이는 나라고 하면 손에 들어가 없었다.
by or in the first transfer of the community of the control of the	Fig. 1. Special state of grant and the production of the state of the second of the se
ed collectively [Note"]: the list excellent effort to early body of the bland end of the list	Description of the control of the co
so you or whose learned and the control of the cont	DOING THE COLOR OF
and any extensions and renewals of any length. The words "LINE" of the checked, unless paragraph 2b. is also checked.	CREDIT INSTRUMENT OF not apply to this Deed of Trust if this paragraph 2.a. is leastly unit to the street of the s
collectively [Note"]: (as is assess effort to as a locally forth of the collection o	credit instrument" do not apply to this Deed of Trust if this paragraph 2.a. is set to the paragraph 2.a. is set to the paragraph 2.a. is set to the paragraph 3.a. is set to the paragraph 3.
collectively. Note": (as is excellent efficient to a convergence of the convergence of th	credit Agreement) one or more loans from Lender on one or more occasions. The
collectively. Note": (as is excellent efficient to a convergence of the convergence of th	credit Agreement) one or more loans from Lender on one or more occasions. The
collectively [Note"]: (as is ascalar eff at it say the control of	CREDIT INSTRUMENT" do not apply to this Deed of Trust if this paragraph 2.a. is set 1
collectively. (Note"): (as is each setting to as yet the content of the content o	credit instrument" do not apply to this Deed of Trust if this paragraph 2.a. is set thereto. (Credit Agreement'), signed by (Borrower'). The Credit Agreement is for a revolving line of credit under toth agreement to the Credit Agreement is set a revolving line of credit under toth agreement to the Credit Agreement is \$  ten years, which begins on the above-indicated date of the Credit Agreement, cpayment period of indicaterninate length during which Borrower must repay all
in the payment of all amounts that are payable to Lender at the term of the Credit Agreement consists of an initial pariod of a transmitted by	credit instrument" do not apply to this beed of Trust if this paragraph 2.a. is set thereto. ("Crodit Agreement"), signed by
in the control of the Credit Agreement consists of an initial pariod of amounts owing to Lender at any emendment of the Credit Agreement consists of an initial pariod of amounts owing to Lender at any emendment of the Credit Agreement consists of an initial pariod of amounts owing to Lender.	eny time under a  thereto ('Credit Agreement'), signed by  ("Borrower'). The Credit Agreement is for a revolving line of credit under dit Agreement is for a revolving line of credit under to time pursuant to the Credit Agreement is \$  ten years, which begins on the above-indicated date of the Credit Agreement, copayment period of indisterminate length during which Borrower must repay all the payment of all loans payable to Lender at any time under the Credit Agreement, the payment of all loans payable to Lender at any time under the Credit
and any extensions and renewals of any length. The words "LINE OF checked, unless paragraph 2.b. is also checked.    D. The payment of all amounts that are pay 1 le to Lender at dated   1.5 and 1.5	credit instrument do not apply to this beed of Trust if this paragraph 2.a. is thereto ('Credit Agreement'), signed by (Borrower'). The Credit Agreement is for a revolving line of credit under dit Agreement) one or more loans from Lender on one or more occasions. The retime pursuant to the Credit Agreement is \$  ten years, which begins on the above-indicated date of the Credit Agreement, repayment period of indisterminate length during which Borrower must repay all the payment of all loans payable to Lender at any time under the Credit agrees, membership (see, attorneys' fees (including any on appeal or review),
and any extensions and renewals of any length. The words "LINE OF checked, unless paragraph 2 b. is also checked.    b. The payment of all amounts that are payable to Lender at dated	credit instrument" do not apply to this Deed of Trust if this paragraph 2.a. is thereto ('Crodit Agreement'), signed by  ('Borrower'). The Credit Agreement is for a revolving line of credit under to the Agreement is for a revolving line of credit under the time pursuant to the Credit Agreement is \$  ten years, which begins on the above-indicated date of the Credit Agreement, copayment period of ind sterminate length during which Borrower must repay all white payment of all loans payable to Lender at any time under the Credit agreement, and any extensions and renewals.
and any extensions and renewals of any length. The words "LINE OF checked, unless paragraph 2.b. is also checked.    b. The payment of all amounts that are paying to Lender at dated	credit instrument" do not apply to this Deed of Trust if this paragraph 2.a. is thereto. (Crodit Agreement'), signed by  (Borrower'). The Credit Agreement is for a revolving line of credit under to the Agreement is for a revolving line of credit under to the pursuant to the Credit Agreement is \$  ten years, which begins on the above-indicated date of the Credit Agreement, copayment period of ind sterminate length during which Borrower must repay all with the payment of all loans payable to Lender at any time under the Credit agreement, and any extensions and renewals and any extensions and renewals
and any extensions and renewals of any length. The words "LINE OF checked, unless paragraph 2 b. is also checked.    b. The payment of all amounts that are payable to Lender at dated	credit instrument" do not apply to this Deed of Trust if this paragraph 2.a. is thereto. (Credit Agreement'), signed by  ("Borrower"). The Credit Agreement is for a revolving line of credit under to the Agreement on one or more loans from Lender on one or more occasions. The me time pursuant to the Credit Agreement is \$  ten years, which begins on the above-indicated date of the Credit Agreement, repayment period of indisterminate length during which Borrower must repay all larges, membership fees, attorneys fees (including any on appeal or review), ander at any time under the Credit Agreement, and any extensions and renewals
and any extensions and renewals of any length. The words "LINE OF checked, unless paragraph 2b. is also checked.  Line The payment of all amounts that are pay 1 le to Lender at dated the control of any amendment of any amendment of the Credit Agreement consists of an initial pariod of during which advances can be obtained by Eprover, followed by a amounts owing to Lender.  This Deed of Trust secures the performance of the Credit Agreement, the payment of all interest, of differ point fees, late of any length.  Line Deed of Trust secures the performance of the Credit Agreement, the payment of all interest, of differ point fees, late of any length.  Line Deed of Trust also secures the payment of all other amounts like are payable to of any length.	eny time under a  thereto ('Credit Agreement'), signed by  ('Borrower'). The Credit Agreement is for a revolving line of credit under coll to the credit Agreement is for a revolving line of credit under the time pursuant to the Credit Agreement is \$  ten years, which begins on the above-indicated date of the Credit Agreement, copayment period of indisterminate length during which Borrower must repay all arges, membership fees, attorneys' fees (including any on appeal or review), ander at any time under the Credit Agreement, and any extensions and renewals series, with interest thereon, advanced under this Deed of Trust to protect the is and agreements under this Deed of Trust also secures the
and any extensions and renewals of any length. The words "LINE OF checked, unless paragraph 2b. is also checked.  Line The payment of all amounts that are pay 1 le to Lender at dated the control of any amendment of any amendment of the Credit Agreement consists of an initial pariod of during which advances can be obtained by Eprover, followed by a amounts owing to Lender.  This Deed of Trust secures the performance of the Credit Agreement, the payment of all interest, of differ point fees, late of any length.  Line Deed of Trust secures the performance of the Credit Agreement, the payment of all interest, of differ point fees, late of any length.  Line Deed of Trust also secures the payment of all other amounts like are payable to of any length.	eny time under a  thereto ('Credit Agreement'), signed by  ('Borrower'). The Credit Agreement is for a revolving line of credit under coll to the credit Agreement is for a revolving line of credit under the time pursuant to the Credit Agreement is \$  ten years, which begins on the above-indicated date of the Credit Agreement, copayment period of indisterminate length during which Borrower must repay all arges, membership fees, attorneys' fees (including any on appeal or review), ander at any time under the Credit Agreement, and any extensions and renewals series, with interest thereon, advanced under this Deed of Trust to protect the is and agreements under this Deed of Trust also secures the
and any extensions and renewals of any length. The words "LINE OF checked, unless paragraph 2b. is also checked.    Do. The payment of all amounts that are pay 1 le to Lender at dated   the checked of any amendment of any amount to be advanced and out standing at any amounts owing the Credit Agreement consists of an initial period of caring which advances can be obtained by Eproxics, followed by a mounts owing to Lender.  This Deed of Trust secures the performance of the Credit Agreement, the payment of all interest, credit port fees, late of any length.    X   C. This Deed of Trust also secures the payment of all other repayment of any future advances; with interest increasing any covenar repayment of any future advances; with interest increasing any covenar repayment of any future advances; with interest increasing any covenar repayment of any future advances; with interest increasing and the performance of any covenar repayment of any future advances; with interest increasing and the performance of any covenar repayment of any future advances; with interest increasing and the performance of any covenar repayment of any future advances; with interest increasing and the performance of any covenances of the credit Agreement and the performance of any covenances of the credit Agreement and the performance of any covenances of the credit Agreement and the performance of any covenances of the credit Agreement and the performance of any covenances.	eny time under a  thereto ('Crodit Agreement'), signed by ('Borrover'). The Credit Agreement is for a revolving line of credit under dit Agreement) one or more loans from Lender on one or more occasions. The retime pursuant to the Credit Agreement is \$  ten years, which begins on the above-indicated date of the Credit Agreement, opayment period of ind aterminate length during which Borrower must repay all arges, membership fees, attorneys' fees (including any on appeal or review), ander at any time under the Credit Agreement, and any extensions and renewals and agreements under this Deed of Trust. This Deed of Trust also secures the crodit Agreement in Deed of Trust also secures the crower under this Deed of Trust.
and any extensions and renewals of any length. The words "LINE OF checked, unless paragraph 2b. is also checked.  Line between the payment of all amounts that are pay 1 le to Lender, at dated the payment of all amounts that are pay 1 le to Lender, at dated the payment of all amounts that are pay 1 le to Lender, at dated the payment of all amounts that are pay 1 le to Lender, at maximum principal amount to be advanced and our standing at any amounts owing the Credit Agreement consists of an initial pariod of during which advances can be obtained by Ecrroway, followed by a mounts owing to Lender.  This Deed of Trust secures the performance of the Credit Agreement, the payment of all interest of differ point fees, late or collection costs and any and all other amounts that are payable to of any length.  C. This Deed of Trust also secures the payment of all other repayment of any future advances, with interest in ereon, made to a security of this Deed of Trust, and the performance of any covenance payment of any future advances, with interest in ereon, made to a security of this Deed of Trust also secures the payment of any covenance payment of any future advances, with interest in ereon, made to a security of this Deed of Trust also secures the payment of any covenances and the covenance of the payment of any covenance of the payment of any future advances with the terms of the violet and the Credit Agreement of the payment terms and balance disjunder the Note and the Credit Agreement of the payment terms and balance disjunder the Note and the Credit Agreement of the payment terms of the payment the Note and the Credit Agreement of the payment terms of the payment of the payment terms of the payment terms of the payment the payment terms of the p	eny time under a  thereto ('Credit Agreement'), signed by  ('Borrower'). The Credit Agreement is for a revolving line of credit under till Agreement) one or more loans from Lender on one or more occasions. The stime pursuant to the Credit Agreement is \$  ten years, which begins on the above-indicated date of the Credit Agreement, copayment period of indeterminate length during which Borrower must repay all arges, membership fees, attorneys' fees (including any on appeal or review), ander at any time under the Credit Agreement, and any extensions and renewals are and agreements under this Deed of Trust. This Deed of Trust to protect the crower under this Deed of Trust.  Credit Agreement or both, as applicable, may be indexed, adjusted, renewed or it Agreement and any extensions and renewals of the Note or Credit Agreement.
and any extensions and renewals of any length. The words "LINE" Of checked, unless paragraph 2.b. is also checked.    D. The payment of all amounts that are paying to Lender at dated	credit instrument do not apply to this Deed of Trust if this paragraph 2.a. is thereto ('Credit Agreement'), signed by  ("Borrower"). The Credit Agreement is for a revolving line of credit under coll the credit agreement is for a revolving line of credit under the time pursuant to the Credit Agreement is \$  ten years, which begins on the above-indicated date of the Credit Agreement, opayment period of indisterminate length during which Borrower must repay all arges, membership fees, attorneys' fees (including any on appeal or review), ander at any time under the Credit Agreement, and any extensions and renewals earns, with interest thereon, advanced under this Deed of Trust to protect the crower under this Deed of Trust. This Deed of Trust also secures the crower under this Deed of Trust.  Credit Agreement and any extensions and renewals of the Note or Credit Agreement and any extensions and renewals of the Regreement and any extensions and renewals of the Note or Credit Agreement.
and any extensions and renewals of any length. The words "LINE OF checked, unless paragraph 2b. is also checked.  Line The payment of all amounts that are pay 1 le to Lender at dated the checked are consistent at the checked are consistent at the checked are consistent of any amendment of the Credit Agreement consists of an initial pariod of during which advances can be obtained by Eprroxix, followed by a mounts owing to Lender.  This Deed of Trust secures the performance of the Credit Agreement, the payment of all interest of difficulty port fees, late collection costs and any and all other amounts tilk if are payable to of any length.  Line Deed of Trust also secures the payment of all other repayment of any future advances, with interest in ereon, made to a security of this Deed of Trust also secures the payment of any covenar repayment of any future advances, with interest inereon, made to a security of this Deed of Trust also secures the payment of any covenar repayment of any future advances, with interest inereon, made to a security of this Deed of Trust also secures the payment of any covenar repayment of any future advances, with interest inereon, made to a security of this Deed of Trust also secures the payment of any covenar repayment of any future advances, with interest inereon, made to a security of this Deed of Trust also secures the payment of any covenar repayment of any future advances with the terms of the Note and the Cro	eny time under a  thereto ("Credit Agreement"), signed by  ("Borrower"). The Credit Agreement is for a revolving line of credit under till Agreement) one or more loans from Lender on one or more occasions. The retime pursuant to the Credit Agreement is \$  ten years, which begins on the above-indicated date of the Credit Agreement, copayment period of indeterminate length during which Borrower must repay all arges, membership fees, attorneys' fees (including any on appeal or review), ander at any time under the Credit Agreement, and any extensions and renewals are and agreements under this Deed of Trust. This Deed of Trust to protect the crower under this Deed of Trust.  Credit Agreement or both, as applicable, may be indexed, adjusted, renewed or it Agreement and any extensions and renewals of the Note or Credit Agreement.
and any extensions and renewals of any length. The words "LINE" of checked, unless paragraph 2.b. is also checked.    b. The payment of all amounts that are payable to Lender, at dated	eny time under a  thereto ('Credit Agreement'), signed by ('Borrover'). The Credit Agreement is for a revolving line of credit under at the pursuant to the Credit Agreement is \$  ten years, which begins on the above-indicated date of the Credit Agreement, copayment period of ind aterminate length during which Borrower must repay all arges, membership fees, attorneys' fees (including any on appeal or review), ander at any time under the Credit Agreement, and any extensions and renewals are an agreements under this Deed of Trust to protect the recovery under this Deed of Trust also secures the crodit Agreement and any extensions and renewals are an agreements under this Deed of Trust. This Deed of Trust also secures the crodit Agreement and any extensions and renewals are credit Agreement and any extensions and renewals are credit Agreement and any extensions and renewals of the Note or Credit Agreement and any extensions and renewals of the Note or Credit Agreement and any extensions and renewals of the Note or Credit Agreement and any extensions and renewals of the Note or Credit Agreement.
and any extensions and renewals of any length. The words "LINE" of checked, unless paragraph 2.b. is also checked.    D. The payment of all amounts that are paying to Lender at dated	eny time under a  at thereto. ("credit Agreement"), signed by  ("Borrower"). The Credit Agreement is for a revolving line of credit under  at dit Agreement) one or more loans from Lender on one or more occasions. The  ten years, which begins on the above-indicated date of the Credit Agreement, repayment period of indeterminate length during which Borrower must repay all  and, the payment of all loans payable to Lender at any time under the Credit arges, membership reas, attorneys fees (including any on appeal or review), ander at any time under the Credit Agreement, and any extensions and renewals  are and agreements under this Deed of Trust. This Deed of Trust to protect the crower under this Deed of Trust.  Credit Agreement or both, as applicable, may be indexed, adjusted, renewed or cit Agreement and any extensions and renewals of the Note or Credit Agreement  THIS SPACE FOR RECORDER USE
and any extensions and renewals of any length. The words "LINE" of checked, unless paragraph 2.b. is also checked.    D. The payment of all amounts that are paying to Lender at dated	CREDIT INSTRUMENT do not apply to this Deed of Trust if this paragraph 2.a. is set if the credit Agreement'), signed by (Borrower'). The Credit Agreement is for a revolving line of credit under dit Agreement) one or more loans from Lender on one or more occasions. The real time pursuant to the Credit Agreement is \$  ten years, which begins on the above-indicated date of the Credit Agreement, capayment period of ind sterminate length during which Borrower must repay all arges, membership fees, attorneys' fees (including any on appeal or review), ander at any time under the Credit Agreement, and any extensions and renewals are any agreements under this Deed of Trust to protect the crower under this Deed of Trust. This Deed of Trust also secures the crower under this Deed of Trust.  Cradit Agreement or both, as applicable, may be indexed, adjusted, renewed or cit Agreement and any extensions and renewals of the Note or Credit Agreement.  THIS SPACE FOR RECORDER USE
and any extensions and renewals of any length. The words "LINE" of checked, unless paragraph 2.b. is also checked.    D. The payment of all amounts that are paying to Lender at dated	CREDIT INSTRUMENT do not apply to this Deed of Trust if this paragraph 2.a. is start of Crodit Agreement'), signed by (Borrower'). The Credit Agreement is for a revolving line of credit under dit Agreement) one or more loans from Lender on one or more occasions. The real time pursuant to the Credit Agreement is \$  ten years, which begins on the above-indicated date of the Credit Agreement, repayment period of ind sterminate length during which Borrower must repay all argues, membership fees, attorneys' fees (including any on appeal or review), ander at any time under the Credit Agreement, and any extensions and renewals as and agreements under this Deed of Trust. This Deed of Trust also secures the crower under this Deed of Trust. This Deed of Trust also secures the crower under this Deed of Trust.  Cradit Agreement or both, as applicable, may be indexed, adjusted, renewed or cit Agreement and any extensions and renewals of the Note or Credit Agreement.  THIS SPACE FOR RECORDER USE

201-101-10-in-14:2-

### BANK: 1:30

# LINE OF CREDIT INSTRUMENT

#### 3. INSURANCE, LIENS, AND UPKEEP.

3.11 will keep the Property insured by companies accept the 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 respecial flood hazard area, and extended coverage insurance, if any, as follows:

STATE FARM INS

The policy amount will be enough to pay the entire amount owing on the debt secured by this Deed of Trust or the incurable value of the Property, whichever is less, despite 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 mortge ( a or lien on the Property, except the following "Permitted Lien(s)":

### KLAMATH 1ST

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-Property, and will keep it free or must described.
than yours and the Permitted Liens just described.

the parties at senter buyers that the negligibility

- 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 pay the cost of your doing these whenever you ask, with interest at the liked or floating rate charged under the Note or Credit Agreement, which over is might 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 ON SALE I agree that you may, at your option, it clare 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, is sold or transferred, whether or not you exercised your rights or 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 secure 1 by this Deed of Trust when it is due:

loannel,

an iil eider f

- 6.2-If I commit fraud or; make any material misrepresentation in: connection with my loan application, the Note or Credit /\ reement, 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 or line of credit;
- 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
  - 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 C. If I continue season of the Property; after some seasons to the season of fall to maintain the Property; and the season box areas to the season of the se
  - d. if i dle:
  - e. If I fail 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, it ortgages and liens, other than this Deed of Trust and other Permitted Liens I have aiready told you about;
  - g. If I become insolvent or bankrupt;
  - h. If any person forecioses 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.

- 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 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 dept 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.

### HAZARDOUS SUBSTANCES.

ds Jal

- 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 I 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 Froperty 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 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 anironmental audit on the Property, you may specifically enforce performance of this provision.
- 8.4 I will indomnify and hold you harmless from and against any and all claims, demands, licbilities, 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 hazardous substance that occurs as a direct or indirect result of acts or cmissions by me or my agents or independent contractors; and (ili) any rolease 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 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 herounder 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.

						4 : 4		7 .	1 2		5 5			
	¢	7	• 4	~	1	0	-	0	D	r.	~	2	Ħ?	1
•	•	•	•	. 4	-	•	•	U	ъ.	_		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Ψ,	•

County of Klamath

FORM NG. 22 — AGRICULTOSHENT STEVENS NESS LAW FUE. SC., FESTLAND, DRE.

BE IT REMEMBERED, That on this 29 day of 10 we led, 1996, before me, the undereigned, a Notary Public in and for raid County and State, personally appeared the within named 25 feet and 10 feet and 1

known to me to be the identical individual. described in and who orecuted the within instrument and acknowledged to me that within instrument and

IN TUSTIMONY VIHEREOF, I have hereunto set my hard and affixed my official seal the day and year last above written.

OFFICIAL SEAL
CARMEN BABLOCK
NOTAFY PUBLIC OF CON
COMMISSION 100.0340 73
LIV COMMISSION EX. 113 MA
LIVE COMMISSION EX. 113 MA
LIV

Notary Public for Oregon.

Notary Public for Oregon
My Commission expires 5/4/98



## DEED OF TR 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 reconveyance 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. OREGON LAW APPLIES. This Deed 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.

&6 All of my representations, warranties, covenants and agreements 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 survivo 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 "hazarcous 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 a dinance 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 Dood of Trust or acceptance by you of a deed in lieu of foreclosure.

lagree to all the terms of this Deed of Trust.  Grantor Jeffred A Lupinski	Youthay a Alyanski
Jettrey A Lupinski  Grantor	Crantor
Grantor	
IN DIVIDUAL	ACITION DOMENT
STATE OF OREGON )	9/36/q <sub>C</sub>
Fersonally appeared the above named  and acknowledged the foregoing Deed of Trust to be	
OFFICIAL E EAL	<b>Belor</b> e mo:
CARMEN BY LICOCK NOTARY PUBLIC OREGON COMMISSION IN J. 024073 MY COMMISSION EXP FES WAY 4, 16	Notary Public fo Oregon

### REQUEST FOR RECONVEYAN

## TO TRUSTEE:

Date:

The undersigned is the holder of the note or Credit Agree nent or both, as a plicable, secured by this Deed of Trust. The entire obligation evidenced by the Note or Credit Agreement or both, as applicable, togs ther 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 Agreemen: or both, as applicable, and this Deed of Trust, which are delivered herewith, and to reconvey, without warranty, all the estate now held by you under the Deed of Trust to the person or persons legally entitled thereto.

STATE OF OREGON : CO Filed for record at request of		1:30	the 26th day
\$25.00	of <u>Mortgares</u>		on Page 39941 Bernetha G. Letsch, County Clerk by Kallin Just