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THIS DEED OF TRUST IS DATED JANUARY 3, 1997, among Tower Enterprises, VESTED AS: Melvin L Stewart and Bill Skillington, dba Tower Enterprises, whose address is 1733 Wachburn Way, Klameth Falls, OR 97603 (referred to below as "Grantor"); South Valley Bank & Trust, whose address is 5215 South Sixth Street, Klamath Falls, OR 97603 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and William P. Brandaness, whose address is 411 Pine Street, Klamath Falls, OR 97603 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, little, and interest in and to the following described real property; together with all existing or subsequently eracted or afficed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and disch rights (including stock in utilities with disch or irrigation rights); and all other rights, royalites, 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");

A tract of land situated in Lot 2, Block 5, TRACT 1980, WASHBURN PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described

Beginning at the Northeast corner of said Lot 2; thence South to degrees 04' 50" West along Washburn Way, 350.00 feet; thence North 89 degrees 55' 10" West, parallel to the North line of said Lot 2, 250.00 feet; thence North 00 degrees 04' 50" East 350.60 feet to the North line of said Lot 2; thence South 89 degrees 55' 10" East 250.00 feet to the point of beginning, with bearings based on said TRACT 1080,

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

DISFINITIONS. 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 doter amounts shall mean amounts in lawful money of the United States of America.

Beneficiary. The word "Beneficiary" means South Valley Bank & Trust, its successors and essigns. South Valley Bank & Trust also is referred to as "Lender" in this Deed of Trust.

Doed of Trust. The words "Doed of Trust" mean this Deed of Trust emong Grantor, Lender, and Trustee, and includes without Emission as 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 Tower Enterprises.

Guerentor. The wird "Guerantor" means and includes without limitation any and all guerentors, sureties, and accommodation parties in

Improvements. The word "improvements" means and includes without smitation 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 expensis incurred by Trustee or Lender to enforce obligations of Grantor under this Deed of Trust.

Lender. The word "Lander" means South Valley Bank & Trust, its successors and assigns.

Note. The word "Note" means the Note dated January 3, 1997, in the principal amount of \$210,000.00 from Grantor to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. The maturity date of the Note is April 10, 1997. The rate of interest on the Note is subject to indexing, adjustment, renewal, or renegotiation.

Personal Property. The words "Personal Property" mean all equipment, lidures, and other articles of personal property now or hereafter owned by Grantor, and now or horeafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of 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.

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

Rents. The word "Rants" means all present and future rents, revenues, income, issues, royalities, profits, and other benefits derived from the

Trustes. The word "Trustee" means William P. Srandsness and any substitute or successor trustees.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they Economic due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the



01-03-1997 star PAYARED AND RESTORMANCE. Exceptive characters from a break marts. Contact of the partial states of the restormant from the partial states of the partial s

## DEED OF TRUST

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POLICE OF THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT IN VEHICLE ON APPLICABLE LAND USE LAND AND LAND CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT ON VEHICLE APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN CRESS AS

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

Nazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this begins of Trust, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9801, et set. ("CERCLA"), the Superfund Amendments and Resource Conservation and Recovery Act, 42 U.S.C. ("SARA"), the Hazardous Malerials Transportation Act, 49 U.S.C. Section 1901, et seq., or other applicable state or Federal lews, rules, or regulations adopted pursuant to any of the foregoing. The terms Section 6901, et seq., or other applicable state or Federal lews, rules, or regulations adopted pursuant to any of the foregoing. The terms federated as a sequence of the period of Grantor's ownership of the Property, there has been no 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, includes the their has been, except as proviously disclosed to under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as proviously disclosed to and acknowledged by Lander in writing; (i) any use, generation, manufacture, storage, instituted user of the Property or (ii) any actual or hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any such activity shall be stora, treat, dispose of, or retease any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be stora, treat, dispose of, or retease any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be stora, treat, dispose of, or retease any hazardous waste or substance on, under, about or from the Property to make such inspections and regulations, and ordinances described above. Grantor authorize regulations, and ordinances described above. Grantor authorizes Lender and its agants to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compilance of the Property with this section of the Dead of Trust. Any tests, at Grantor's expense, as Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability or the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property by Rezardous waste and hezardous substances. Grantor hereby (a) misesses and waives any future claims against investigating the Property or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to Lander for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (c) agrees to Indemnity and held harmiess Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Londer may directly sustain or suffer resulting from a breach of this section of the Dead of Trust or as a consequence of any usa, generation, manufacture, indirectly sustain or suffer resulting from a breach of this section of the Dead of Trust, including the obligation to indemnity, shall curvive the should have been known to Grantor. The provisions of this section of the Dead of Trust, including the obligation to indemnity, shall curvive the payment of the indebtedness and the salisfaction and reconveyance of the lien of this Dead of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise. acquisition of any interest in the Property, whether by foreclosure or other

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

Removal of Improvements. Grantor shall not demoish or remove any improvements from the Real Property without the prior written consent of Lander. As a condition to the removal of any improvements, Lander may require Grantor to make arrangements satisfactory to Lander to replace such 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 Lender's interests and to inspect the Property for purposes of Granton's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmente Requirements. Grantor shall promptly comply with all laws, ordinances, and requisitons, now or he compusators with indiversities requiremental distinct stess promptly outropy with all serve, prestrances, and requiremental authorities applicable to the use or occupancy of the Property, including without limitation, the American With effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the American With Disabilities Act. Granter may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Canter has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, including appropriate appeals, so long as Canter has notified Lender in writing prior to doing so and so long as, in Lender's relative to the contest in another to accurate interests in the contest in another to accurate interests. satisfactory to Lander, to protect Lander's interest.

Duty to Protect. Grantor agrees neither to abandon nor loave unattended the Property. Grantor shall do at other acts, in addition to those acts onably necessary to protect and preserve the Property. set forth above in this section, which from the character and use of the Property are reas

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, site or interest therein; whicher legal, beneficial or equitable; whether or transfer means the conveyance of Real Property or any right, site or interest therein; whicher is possible, whether there involuntary; whether by outright sale, deed, instalment sale contract, and contract for deed, leasehold interest with a term greater than three involuntary; whether by outright sale, deed, instalment sale contract, and contract for deed, leasehold interest with a term greater than three involuntary; whether by outright sale, deed, instalment sale contract, and contract for deed, leasehold interest with a term greater than three involuntary; whether by outright sale, deed, instalment and trust holding side to the Real Property or any other method of conveyance of Real Property interest. If any Grantor is a conporation, partnership or limited liability company interests, includes any change in ownership of more than twenty-five percent (25%) of the yoling 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 LIERS. The following provisions relating to the texes and lient 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 texas, special texas, ascessments, charges (including water an sewar), lines and knoositions tevted against or on account of the Property, and shall pay when due all claims for work done on or for service sewar), lines and knoositions tevted against or on account of the Property, and shall pay when due all claims for work done on or for service sewar), lines and knoositions tevted against or on account of the Property and shall pay when due all claims for work done on or for service rendered or material furnished to the Property. Grantor shall meintain the Property free of all leans having priority over or equal to the interest of the leans of the Property free of all leans to the Property free of all leans to the Property over or equal to the interest of the Property free of all leans to the Property free of the Property free of all leans to the Property free of the Property f

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to rught. To Comean. Granto may withhold payment or any tax, assessment, or claim in contraction with a good raint despite over the companies of the pay, so long as Lender's interest in the Property is not jeopardized. If a sen arises or is filed as a result of nonpayment, Grantor shall within filteen pay, so long as Lender's interest in the Property is not jeopardized. If a sen arises or is filed, each or shall within filteen (15) days after the lien arises or, if a sen is filed, within fifteen (15) days after the lien arises or, if a sen is filed, within fifteen (15) days after the lien arises or, if a sen is filed, within fifteen (15) days after the lien arises or, if a sen is filed, within fifteen (15) days after the lien arises or, if a sen is filed. to discharge the isen plus any costs and attorneys' less or other charges that could accrue as a result of a foreclosure or sale under the isen. In any costs and attorneys' less or other charges that could accrue as a result of a foreclosure or sale under the isen. In any contest, Grantor shall defend itself and itsnoor 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 Londer satisfactory evidence of payment of the taxes or assessments and shall subhortze the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.:

Notice of Construction. Granter shall notify Lander at least fifteen (15) days before any work is commenced, any services are turnished, or any materials are supplied to the Property, if any machanic's fain, malerialments fain, or other item could be asserted on account of the work, services, or materials and the cost exceeds \$1,000.00. Granter will upon nequest of Lender turnish to Lender advance assurance satisfactory to Lender materials and the cost exceeds \$1,000.00. Granter will upon nequest of Lender turnish to Lender advance assurance satisfactory to Lender. that Grantor can and will pay the cost of such improvements.

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 replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any replacement of the Real Property in an amount sufficient to avoid application of any replacement of the Real Property in an amount sufficient to avoid application of any replacement of the Real Property in an amount sufficient to avoid application of any replacement of the Real Property in an amount sufficient to avoid application of any replacement of the Real Property in an amount sufficient to avoid application of any replacement of the Real Property in an amount sufficient to avoid application of any replacement of the Real Property in an amount sufficient to avoid application of any replacement of the Real Property in an amount sufficient to avoid application of any replacement of the Real Property in an amount sufficient to avoid application of any replacement of the Real Property in an amount sufficient to avoid application of any replacement of the Real Property in an amount sufficient to avoid application of any replacement of the Real Property in an amount sufficient to avoid application of any replacement of the Real Property in an amount sufficient to avoid application of the Real Property in an amount sufficient to avoid application of the Real Property in an amount sufficient to avoid application of the Real Property in an amount sufficient to avoid application of the Real Property in an amount sufficient to avoid application of the Real Property in an amount sufficient to avoid application of the Real Property in an amount sufficient to avoid application of the Real Property in an amount sufficient to avoid application of the Real Property in an amount sufficient to avoid application of the Real Property in an amount sufficient to avoid application of the Real Property in an amount sufficient to avoid applicat Eablity Insurance in such coverage amounts as Lander may request with trustee and Lander being named as additional insurads in such Sabitly Insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and botter insurance policies. insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender, and insurance and insurance 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 satisfactory to Lender, including stiputations that coverages will not be cancelled or diminished without at least ten (10) days' prior written netice to Lender. Each insurance policy also shall include an endorsement providing that coverage in written at least ten (10) days' prior written netice to Lender. Each insurance policy also shall include an endorsement providing that coverage in written for Lander will not be impaired in any way by any act, ontission or detault of Grantor or any other person. Should the Reaf Property at any time become located in an area designated by the Director of the Federal Emiripency Management Agency as a special food hazard area, Grantor time become located in an area designated by the Director of the federal Emiripency Management Agency as a special food hazard area, Grantor time become located in an area designated by the Director of the full unpeld principal belance of the loan, up to the maximum policy limits saturated by Lander, and to maintain such insurance for the term of the loan. Application of Pyscanda. Granico shall corposity notify Lander of any loss or durage to his Property If the astimated cost of repair or replacement exceeds \$650.00. Lander may make proof of larse is described as to de applicits libean (16), days of the casualty. Whether or not be casualty, it impaired, lander may, of its election, possive and repair of any insurance and apply the proceeds to the restoration of the indebtedness, payment of any less effecting the Property, or the restoration and repair of the Property. If Lander stacks to apply the proceeds to resident and capair, Granico shall repair or replace the demand of destroyed improvements in a manner satisfactory to Lander. Lander shall, upon satisfactory proof of such expanditure, pay or replace the channer from the proceeds for the restorable over of repair or restoration of Granico is not in destaut under this Deed of Trust. Any probable destroyed have did been disbursed within 180 days after their receipt and which Lander has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lander under this Deed of Trust, then to pay account interest, and the remainder, if any, shall be applied to the principal between of the Indebtedness. If Lander holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Granico as Granico's theorets may appear.

Unsupplied Insurance at Sale. Any unsupired insurance shall have to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any trustee's sale or other sale hold under the provisions of this Deed of Trust, or at any trustee's sale or other sale hold under the provisions of this Deed of Trust, or at any trustee's sale or other sale hold under the provisions of this Deed of Trust, or at any trustee's sale or other sale hold under the provisions of this Deed of Trust, or at any trustee's sale or other sale hold under the provisions of this Deed of Trust, or at any trustee's sale or other sale hold under the provisions of this Deed of Trust, or at any trustee's sale or other sale hold under the provisions of this Deed of Trust, or at any trustee's sale or other sale hold under the provisions of this Deed of Trust, or at any trustee's sale or other sale hold under the provisions of this Deed of Trust, or at any trustee's sale or other sale hold under the provisions of the Deed of Trust, or at any trustee's sale or other sale hold under the provisions of the Deed of Trust, or at any trustee's sale or other sale hold under the provisions of the Deed of Trust, or at any trustee's sale or other sale hold under the provisions of the Deed of Trust, or at any trustee's sale or other sale hold under the provisions of the Deed of Trust, or at any trustee's sale or other sale hold under the provisions of the Deed of Trust, or at any trustee's sale hold under the provisions of the Deed of Trust, or at any trustee's sale hold under the provisions of the Deed of Trust, or at any trustee's sale hold under the provisions of the Deed of Trust, or at any trustee's sale hold under the provisions of the Deed of Trust, or at any trustee's sale hold under the Deed of Trust, or at any trustee's sale hold under the provisions of the Deed of Trust, or at any trustee's sale hold under the Deed of Trust, or at any trustee's sale hold under the Deed of Trust, or at any trustee's sale hold under the Deed of

Granton's Report on Insurance. Upon request of Lender, however not more than once a year, Granton shall furnish to Lender a report on each adding policy of insurance showing: (a) the name of the insurer; (b) the instruct (c) the emburit of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Granton shall, upon request of Lender, have an independent appraiser satisfactory to Lender, determine the cash value replacement cost of the Property.

EXPENDITURIES BY LENDER. If Grantor talks to comply with any provision of this Deed of Trust, or if any action or proceeding is commond that would makerially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shell not be required to, take any action that Lender would makerially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shell not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in as doing will been interest at the rate provided for in the Note from the date incurred or petit 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 betance 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 believe payment which will be due and payable at the Note's maturity. This Dead of Trust also will secure payment of these amounts. The highs 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 bar Lender from any remedy that it otherwise would have had.

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 layor of, and accepted by, Lender in connection with this Dead of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Dead of Trust to Lander.

Defense of Title. 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 Lander under this Deed of Trust, Grantor shall detend 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 instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, 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 eminant domain proceedings or by any proceeding or purchase in Neu 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 alterneys' fees incurred by Trustee or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lander in writing, and Grantor shall promptly take such stops as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lander 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 Lander 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 Doed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Dead of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all leases, as described below, logether with all expenses incurred in recording, perfecting or continuing this Dead of Trust, Including without limitation all leases, fees, documentary stamps, and other charges for recording or registering this Dead of Trust.

Taxes. 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 of the Indebtedness secured by this Deed of Trust; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments 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 Grantor.

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 or 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 surely bond or other security salisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fidures 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 Grantor, the executed counterparts, copies or reproductions of this Deed 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 Grantor (debtor) and Lender (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 Trust.

FURITHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and ettorney-in-fact are a part of this Deed of Trust.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor witl make, execute and deliver, or witi cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, 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, and offices the social security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lander, he necessary or destraints in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the ficts, this Deed of Trust, and the Related Documents, and (b) the tiens and security interests created by this Deed of Trust as first and prior tiens on the Property, whether now owned or beneater acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails 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 intercebby 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 Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Dasd 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 tea required by law shall be paid by Grantor, if permitted by applicable law.

DEFAULT: East of the following, of the option of Lander, shall consult in avail of Challe ("Event of Delice") under this Dead of Trust:

shult on Indebtedness. Failure of Granitor to make any payment when due on the Indebtedness. Described on Other Psymentes. Failure of Grantor within the lime required by this Deed of Trust to make any payment for laxes or insurance, or any other payment recessary to provent filing of or to effect discharge of any ilen.

Default in Fevor of Third Perdos. Should Borrower or any Grantor default under any loan, adension of credit, security agreement, purchase or seles agreement, or any other agreement, in favor of serio organization or percon that may materially effect any of Borrower's property or seles agreement, or any other agreement, in favor of serio organization of selection of selections under this Dead of Trust or any of the Pictated Borrower's or any Granton's abidity to repay the Loans or perform their respective obligations under this Dead of Trust or any of the Pictated Secure vita.

Compilance Detault. Failure of Grantor 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 under this Deed of Trust, the Note or the Related Documents is false or micleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. 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.

Death or insolvency. The dissolution or lemination of Granton's existence as a going business or the death of any partner, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's properly, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any banknuptcy or insolvency laws by or against Grantor.

Foreclosure, Forfatture, etc. Commencement of foreclosure or forfatture proceedings, whether by judicial proceeding, self-help, repossession or any other meltiod, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply 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 foretoking provided that Grantor gives Landor written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Bireacti of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lendor that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guaranter. Any of the preceding events occurs with respect to any Guaranter of any of the Indebtedness or any Guaranter dies or becomes incompatent, or revokes or disputas the validity of, or liability under, any Guaranty of the Indebtedness. Lender, at its option, may, but or becomes incompatent, or revokes or disputas the validity of, or liability under, any Guaranty of the Indebtedness. Lender, at its option, may, but shall not be required to, parmit the Guaranter's exists to assume unconditionally the obligations arising under the guaranty in a mainter satisfactory to Lender, and, in doing so, curs the Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lendor believes the prospect of payment or performance of the indebtedness is impaired.

Insecurity. Lender in good faith deoms itself insecure.

Right to Cure. If such a fallure is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within rught to cure. If such a suiter is cureous and it trained has not osen given a notice of a prescript message provision of this used or first sense the praceding twelve (12) months, it may be cured (and no Event of Datault will have occurred) if Grantor, after Lender sends withon notice demanding cure of such failure: (a) cures the failure within steem (15) days; or (b) if the cure requires more than lifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all mesonable 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 one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor 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 icient 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, to take possession of and manage the Property and collect the Rents, Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of and manage the Property and collect the Rents, over and above Lender's costs, against the indebtedness. In furtherance of including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of including amounts past due and unpaid, and apply the net proceeds are first or use tees directly to Lender. If the Rents are their right, Lender may require any tenant in payment thereof collected by Lender, then Grantor irrevocably designates Lender as Grantor's altorney-in-lent to endorse instruments received in payment thereof collected the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall patisfy 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 parson, 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 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, proceeds, over and above the cost of the receivership, against the Indebtedness the Engleship to the appointment of a receiver shall sold whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lander 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 default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of 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 upon the demand of Lender.

Other Remedies. 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 affect neutre or base. Lenter shas give crame resconable nosce of the and place of any piece sale of the resonal Property of the lens which any private sale or other intended disposition of the Personal Property is to be made. Reasonable nosce 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 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 Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be tree 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.

Walver; Election of Remedias. A walver by any party of a breach of a provision of this Dead of Trust shall not constitute a walver of or prejudice the party's rights otherwise to demand strict compliance with that prevision or any other provision. Election by Londer to pursue any remedy provided in this Dead 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 under this Dead of Trust after failure of Grantor to perform shall not offer the provider doubt to deplace a default and its provider. not affect Lender's right to doclare a default and to exercise any of its remedies.

Attornays' Fees; Expenses. If Landar institutes any suit or action to enforce any of the terms of this Deed of Trust, Landar shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' less at that and on any appeal. Whether or not any court action is involved, recover such sum as the court may adjudge reasonable as attorneys' less at that and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Landar which in Landar's opinion are necessary at any 8ms for the protection of its information of its information of its information at the court involved in the total of the incorporation of its information attorneys at any small repeat. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable is any action of the court including attorneys' takes whether or not there is a lowestit including attorneys' takes the hardwards attorneys' takes whether or not there is a lowestit including attorneys' takes the hardwards attorneys' takes whether or not there is a lowestit including attorneys' takes the hardwards attorneys' takes whether or not there is a lowestit including attorneys' takes the hardwards attorneys' takes whether or not there is a lowestit including attorneys' takes the hardwards. sopendure unal repair. Expenses covered by the paragraph months, without annation, released suggest to any times characteristic modify or Lendar's attorneys' less whether or not there is a leward, including alterneys' less to bankupkey proceedings (including efforts to modify or vacate any automatic stay or injunction), expeats and any articipated poet-judgment collection; services, the cost of searching records, obtaining acceptance in a contract of the cost of searching records, appraisal test, title insurance, and test for the Trustee, to the extent permitted by the contract of the court can be added to the contract of the court can be added to the contract of the court can be added to the court can be added vacase any automate say is injuried. Surveyors' reports, appressal less, tille insurance, and sittle reports (lactuding foredosure reports), surveyors' reports, appressal less, tille insurance, and applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

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

POWERS AND COLLIGATIONS OF TRUSTEE. The following provisions raisting 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 blowing actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or pict of the Real Property,

## DEED OF TRUST (Continued)

including the dedication of streets or other rights to the public; (b) join in granting any essement 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 Lander under this Deed of Trust.

Obligations to Hotify. 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 autent 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 Karneth County, Oregon. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustees, and Granter, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be essecuted and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the tite, power, and duties conferred upon the Trustee in the Dead of Trust and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of 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 telefactimitie, 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 mail first class, carified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that 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 Lander's address, as shown near the beginning of this Deed of Trust. For notice purposes, Grantor agrees to keep Lander and Trustee informed at all times of Grantor's current address.

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 shell furnish to Lander, upon request, a cardial statement of not operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lander shell require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the

Applicable Law. This Deed of Trust has been delivered to Lender and accepted by Lender in the State of Oregon. This Deed of Trust shall 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.

Merger. There shall be no merger of the interest or estate creeted by this 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. All obligations of Granfor under this Deed of Trust shall be joint and several, and all references to Granfor 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.

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 unerforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be written the limits of enforceablety or validity; however, if the offending provision cannot be 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 binding upon and inure to the benefit of the parties, that successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, 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 walved any rights under this Deed of Trust (or under the Related Documents) unless such walver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a walver of such right or any other right. A walver by any party of a provision of this Deed of Trust shall-not constitute a walver of or prejudice the party's

between Lender and Grantor, shall constitute a Whenever consent by Lender is required in this continuing consent to subsequent instances where	
COMMERCIAL DEED OF TRUST. Grantor agrees will the use of the Property without Lender's prior written or	th Londer that this Deed of Trust is a commercial deed of trust and that Grantor will not change oneant.
EACH GRANTOR ACKNOWLEDGES HAVING READ TERMS.	ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS
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STATE OF OREGON: COUNTY OF KLAMATH: ss.  Filed for record at request of South Valley Bank the 27th day of January A.D., 19 97 at 1:45 o'clock P. M., and duly recorded in Vol. M97 of Mortgages on Page 2337  Begnetha G. Letsch, County Clerk	and property of property and analysis and property and the second of the	্যত	be used only when	obligations have be	en paid in full)		and the second second	=
The undersigned is the local country and holder of all indebtedness securad by this Dead of Trust. As sums secured by the base of this best of Trust or pursuant in this peld and satisfied. You are hereby directed, upon payment to you of any sums conting to you beginner with this Dead of Trust, and to reconvey any applicable statute, to cancel the Note secured by this Dead of Trust (which is delivered to you together with this Dead of Trust, and to reconvey without warranty, to the parties designated by the terms of this Dead of Trust, the estate now held by you under this Dead of Trust. Please mad the reconvey and a finish the parties and finish the state now held by you under this Dead of Trust. Please mad the reconvey and the latest the finish the state now held by you under this Dead of Trust. Please mad the reconvey and the state now held by you under this Dead of Trust. Please mad the reconvey and the state now held by you under this Dead of Trust. Please mad the reconvey and the state now held by you under this Dead of Trust. Please mad the reconvey and the state now held by you under this Dead of Trust. Please mad the reconvey and the state now held by you under this Dead of Trust. Please mad the reconvey and the state now held by you under this Dead of Trust. Please mad the state now held by you under this Dead of Trust. Please mad the state now held by you under this Dead of Trust. Please mad the state now held by you under this Dead of Trust. Please mad the state now held by you under this Dead of Trust. Please mad the state now held by you under this Dead of Trust. Please mad the state now held by you under this Dead of Trust. Please mad the state now held by you under this Dead of Trust. Please mad the state now held by you under this Dead of Trust. Please mad the state now held by you under this Dead of Trust. Please mad the state now held by you under this Dead of Trust. Please mad the state now held by you under this Dead of Trust. Please mad the state now held by you under this Dead of Trust. Pl	erra del trub de la proposa à la compa	शक्ता सम्बद्धाः इति	Trustee	thy commissi	are expense			
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