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KLAMATH PUBLIC EMPLOYEES BY A FEDERAL CREDIT UNION OF SENTING 3737 Shasta Way

on of record. Klemath Falls, OR 97603

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THIS DEED OF TRUST CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT. WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE PATE OF INTEREST. THE MAXIMUM AMOUNT TO BE ADVANCED PURSUANT TO THE CREDIT AGREEMENT IS \$ 21,000.00

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among the Trustor; *: PBruce S. : Jensen and Brenda High Jensen straining the Trustor; *: PBruce S. : Jensen and Brenda High Jensen straining the should be no superior several average the should be no superior several average.

and the Beneficiary, "Fittle & Escrow," Inc. The Volter Beneficiary, "Klamath" Public Employees Federal Credit Union a corporation organized and existing under the laws of the United States of America whose address is 3737 Shasta Way, Klamath Falls, Oregon 97603 (herein "Trustee").

(herein "Lender")

is maint council tents, shall exceen the structor required to pay and taxes, associationts, TN CONSIDERATION of the indebtedness herein recited and the trust herein created; TO SECURE to Lender:

The repayment of all indebtedness due and to become due under the terms and conditions of the LOANLINER. Home Equity Plan Credit Agreement and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Deed of Trust, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Deed of Trust. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which may vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed TWENTY-ONE THOUSAND DOLLARS

(\$ 21,000,00). That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Credit Limit. The entire indebtedness under the Credit Agreement, if not score paid, is due and payable TWENTY

years from the date of this Deed of Trust.

The payment of all other sums advanced in accordance herewith to protect the security of this Deed of Trust, with finance charges thereon at a rate which may varie addeed to the security of this Deed of Trust, with finance

(2) The payment of all other sums advanced in accordance herewith to protect the security of this Deed of Trust, with finance charges thereon at a rate which may vary as described in the Credit Agreement.

The performance of the covenants and agreements of Borrower herein contained;

ASS The performance of the covenants and agreements of Borrower herein contained;

ASS BORROWER irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Klamath.

The County of Klamath of the State of Oregon, and the sum of the sale of the following described property located in the County of Klamath.

The performance of the County of Klamath of the State of Oregon, and the sale of the following described property located in the County of Klamath.

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Persocuer of Cender's Geovery, If Porcess falls to estion the covenents and egreements contained In this Deed of Trost grif en , ende de proceding is den manced which halfered a coder a interest in the Bouseity, then Londor, at Londor is option. ce to Bornwur. Dey make such appendiendes, intourse such sums, induding raisonable adornays. Toso, and take such aclon casy to protect bandor's a leval. Any amounta paparased by corder pursuent to the paragraph 7, with those originary thereon. povided at the Credit Agreement, shall become additional indectedness of Sontains secured by this Deed of first, Unleas the content of the content of the content of the content of the payable upon to the content of t under the Good of Trust. Bordwer Ageostinal Lander Battergasted to all of the rights and reduction of any prior linear, to the extent of any cay none by London to such hones.

or any supposition is snow may hade or private majorate endoughed and increase and increase in the Property of Control of

which has the address of the Loudinsouth roe, value yardour reasons 197603 (herein "Property Address"); Klamath Falls

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and lixtures, all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property". COMA MUTUAL INSURANCE SCIETY, 1291, ALL RIGHTS PESENVED. This Property is part of a condominium project known as

This Property Includes Borrower's unit and all Borrower's rights in the common elements of the condeminium project This Property is in a Planned Unit Development known as

Borrower covenants that Borrower is lawfully selsed of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Borrower and Lender covenant and agree as follows:

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Finance Charges and Other Charges. Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.

2. Funds for Taxes and Insurance: Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Deed of Trust are paid in full, a sum (herein "Funds") equal to one-twelffind the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelffind or yearly premium installments for hazard insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower chall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder. of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing taxes, assessments, mistraine premiums and ground remus. Lender may not unarge to so nothing and appring the Funds, energying said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower and Lender may agree in writing at the time or execution or this Deed or Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made.

an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fail due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as I ander may require.

assessments, insurance premiums and ground rems as uney rain due, continued and property in one or more payments as Lender may require an about 1900 payment in full of all gums secured by this Deed of Trust, Lender, shall promptly refund to Borrower any Funds held by Lender of under paragraph 22 hereof the Property is sold on the Property is otherwise acquired by Lender, later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application

as a credit against the sums secured by this Deed of Trusts and a sum of the provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs 1 and 2 free of shall be applied by Lender first in payment of amounts payable to Lender by Borrower under

Agreement and paragraphs 1 and 2 fiereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be made to Lender under paragraph 2, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any

lien which has priority over this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender, Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Deed of Trust, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Deed of Trust. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore

or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, shall become additional indebtedness of Borrower secured by this Dead of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Deed of Trust. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior ilenor, to the extent of any payment by Lender to such lienor.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with a lieu which has priority over this Deed of Trust.

10. Borrower Not Released: Forbearance By Lender Not a Waivar. Extension of the time for payment or modification of

10. Borrower Not Released; Forbearance By Lender Not a Waivar. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's soccessors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance

by Lender in exercising any right or remedy hereundery or otherwise afforced by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy account to set to each a security agrees with a point. I waive to be a consultation of the c

Successors and Assigns Bound; Joint and Several Liablity; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to; the respective successors and assigns of Lander and Borrower, subject to the provisions of paragraph 21 Hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Credit Agreement; (a) is co-stanting this Dead of Trust only to grant and convey that Borrower's interest of rival, but does not execute the cream agreement and consuming this pesson in the Property to Trustee under the terms of this Deed of Trust. (b) is not personally liable under this Credit Agreement or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with regard to the terms of this Deed of Trust or the Credit Agreement, without that Borrower's consent

accommodations or amendments with regard to the terms of this Deed of Trust of the Credit Agreement, wander that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice: Except for any notice required under applicable law to be given in another manner; (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivening toor by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower. as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given

in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Credit Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Prior Mortgage or Deed of Trust; Modification; Future Advance. Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Deed of Trust by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

15. Borrower's Copy. Borrower shall be furnished a copy of the Credit Agreement and a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

16. Rehabilitation Loan Agreement. Borrower, shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender. In a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

17. Waiver of Homestead Exemption. To the extent permitted by law, Borrower hereby waives the benefit of the homestead

exemption as to all sums secured by this Deed of Trust.

18. Waiver of Statutes of Limitation. Borrower hereby waives, to the full extent permitted by law, statutes of limitation as a defense

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the 19. Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

20, at Notice of Transfer of the Property; Advances after Transfer, Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Deed of Trust unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

21. Transfer of the Property. Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers

all or part of the Property or any rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand

on Borrower, invoke any remedies permitted by paragraph 22 hereof.

Default; Termination and Acceleration; Remedies. Each of the following events shall constitute an event of default ("event of default") under this Deed of Trust: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Deed of Trust or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Deed of Trust. If an event of default occurs, then prior to exercising any right or remedy provided for in this Deed of Trust and prior to acceleration, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the event of default; (2) the action required to cure such event of default; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such event of default must be cured; and (4) that failure to cure such event of default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of an event of default or any other defense of Borrower to acceleration and sale. If the event of default is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be Immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided

In this paragraph 22, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of the sale in one or more parcels and in such order

as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitais in the Trustee's deed shall be prima facial evidence of the truth of the statements. made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attermeys' fees and costs of title evidence; (b) to all sums secured

by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

23. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's default, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before the sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Credit Agreement had no acceleration occurred; (b) Borrower cures all events of default; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 22 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

24. Reconveyance. This Deed of Trust secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Credit Agreement. When Borrower (1) has paid all sums secured by the Deed of Trust and (2) has requested that the revolving line of credit be canceled, Lender shall request Trustee to reconvey the Property and shall surrender this

Deed of Trust and the Credit Agreement: Trustee shall receive the Emperty without warranty to the person or persons legally entitled thereto. To the extent permitted by law, Lender may charge Borrower a few for such reconveyance and require Borrower to pay costs of recordations if any noting and acceptant spage of the contract of the contract and any on the contract and any of the contr and a 2571 Substitute Trustee in accordance with applicable law Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law and a conferred part to the state of the property of the conferred part to the conferred par 26. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes. 27. Attorneys' Fees. As used in this Deed of Trust and in the Credit Agreement, "attorneys' fees" shall include attorneys' fees, if any, which shall be awarded by an appellate court to taunt to people all to amount of opens of the property of the people of Anison's and his leaders of the control of the cont AND FORECLOSURE UNDER SUPERIOR delive TRUMT TO EDISON OR SEDACTROMISM mail addressed in Bonover at the Proper Borrower and Lender request the holder of any mortgage, deed of trust of other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action. n notices in Witness Wheneof, Borrower has executed this Deed of Trust untio toolle too lings i mino Bruce S. OJensen in etchinoca incressi Bruce S. Jensen

An annual condition to the new per re
Brenda, High Jensen, elosaigos civision, and to finis and the "coated " "expenses" and raivest STATE OF OREGON, State Klanachda terronos) as and a significación county so la constante sono On this worldth and day of State March the second named to the second named Bruce S. Jensen and Brenda High Jensen and acknowledged voluntary act and deed parent numbers the foregoing instrument to be <u>their</u> records & Sorre an eligible fill all ut Sorreyaris abligations Under any noise rena กลนังไม่กลือส่วยี .34 ASSET PRINCE OF CONTROL OF THE PRINCE OF THE The sold of the state of the st 73(1) COMMISSION NO. 046221 | San Tip beach add yet remove their tool to the Commission Expires SEPT_45;4999 | Their beach and reserved and reserved and remove their serves are serves and remove their serves and remove their serves and remove their serves are serves and remove their serves and remove their serves and remove their serves and remove the serves are serves and remove the serves are serves and remove the serves and remov dentite has a sittly in the continue to at the motion gan darrand de enlagation gertrad by the Daed QL Krust 15. Respons Trace shall be deleged a **SONAY SVICO PROPERSONAL AND TRANSPORT** of Trast with any other interest or estate in the reports of the property of the consent of the deleging of the property without the voltten consent of the deleging of the consent of t TO TRUSTEE: The undersigned is the holder of the Credit Agreement secured by this Deed of Trust Said Credit Agreement, together with all other indebtedness secured by this Deed of Trust, has been paid in full. You are hereby directed to cancel said Credit Agreement and this Deed of Trust, which are delivered hereby, and to reconvey, without wairanty, all the estate now held by you uncer this Deed of Trust to the person or persons legally entitled thereto.

Description of the Copyry Boyob styling in the obligated under the Credit American and this Credit American and the Credit American and est paragoriquina at america establica e os qui un geluse of Scrower, Lorder recynologie in the perent in the Property is transferred sign an accumulate opinament securitorium e. Lender and Lender may encourage some resumption for the note and not entitle the person algoring it to rective advances and for the Court Agreement. Transtor of the Preparty. Sucject to applicable by Lander shall have the right to eccelerate. Their a, to demand immediate esyment in this in some a count by hits Mortgage of Dead of Tybet. If Bordover, wilhout the pull on the dead of Uchder, sella or transfers after of the Property of any ugate in the Property. If Lender exercises for one on its socielates. Lande also derrower nonce of acceleration in acceptance with baragraph The notice shall provide a percentificative after 20 days from the date of the notice within which Bondwermay pay the come de aaneel ase. St Bornaiver tales to pay broad supre prior to ting oxplication of such period. Lender rough without further nothing in demand on Reserve and any remodies permitted by paragraph 22 Hereals Seasott, Territ aton and Acceleration, Remediap, Each of the following events shall constitute on event of default 'syent of catach') casar this Dood of Trust; (1) Borgwer commits froud or makes a meterial misraprosentation in connection ege in by Goed of Trucker the Greek Agreement (2) Borrower does not most the repayment forms of the Credit Agreement; of a) Barrove is action or medican edversely affects the Lenderly rights in the Property secured by this Deed of Trush Menorem at del put occure, than price to exoreleing any right or comolly ploubag tai in this Deed of Trust and prior to socielemban, Lender prior to ecceleration shall give notice to Sprower as previded in paragraph 12 hereof specifying: (1) the event of default; (2) ne auton province to oure such over tot default (3) addie, notiese then to days from the dete mannet to borrower believed the content at default must be careful and (a) that lie bid out a content of default on actions the date aparties of the careful of the date aparties of the content of the date aparties of the careful of the in sno notice may recult in accelerated and the alumb excluded by this Deed or Timeland odde of the Property. The notice shall further ntorm is cover of the nem to reinclate after acceleration and the right to bring a court action to severt the ponexistence of ac event or delevation and extended at Borey cellula accellulation and sale. If the event of default is not cured on or parent the date specified in the number, Lander's chapman may decisional of the sum accured by this Deed of Trust to be importistely due and payable without forthet demand and may involve the power of sald and any other cancelles permitted by epplicable law. Lorder shall be collect all recitleble costs and expenses incarred in probling the remedisc provided is this passes and 12, including but not limited to reachigable attempts least il sender invelus the payer of rais, denderabell execute of cause. Trustee to execute a written notice of the occurrence oj an ernat of catau i and ef i ender is election to cade the Francisky to be sold end shell cente quan notice to be recorded in east county in which the Property of some part thereof is located, Londar or Trising shall five ratice of cold in the manner prescriber by applicable for the Horrower and to the other persons prescribed by applicable law. After the Indee of each time as may be required by applicable lew. Ynustes, wabaut demend on Norwer, shall ask the Property at public auction to the highost bidder at the time and piece and under the terms designated in the notice of the ade in ode or more parcels and in such order ad Trustes they determine. Trustes may postpone add ot all peanly parted of the Property by public announcement at the time and place at any provious to checural sale. Lender or Lender's diotence may parteless the Property at ony sale. Truster shall call to the plugiciser Trustack about conveying the Property so soft without any coverent or yearship, near the largeset. The necksia in the Europe's dead shall be prime take evidence of the truth of the statements made there in Frynce are the processing the calculus orders (a) to all responsible couls and expenses of the date, including our contracted to, responsible. Trustey of and attenned trees and contents the evidence; (b) to all sight secured ty that Descrict First search the sessed, it says to the proportion or persons regally emitted thereto. Serreber o Page to Relational Modeling Landel's et delegation of the bannalignment by tills Deed of Thun due to derman is server sisser and nave the explanation of the problem of being and articles and being being of the prominence is the process to the easy of concernation the time day thinks the base of the Brobert phreatest to the provided again troublest in this Dead of Trait at the core of a judgment enturing the fact. Trush (a) European pays Lenden till symber och judgment en betrook betrook under restant the Chart Agreement has no acceleration occurred (b) Surrower outes all events of celenit; (c) Borrower pays alt masor role extersor browerd of Lander mid Trusine in **enforma the religionarite and agriculte de Correver co**mbined in this Debd a Trust, and invisionorgi, enter a and Tristian's remains **as provide**d in **paragraps 22 interi**, indudent, bul not limited in, costonable aramayo hee ahaha Baraho takeendan aalamaa Lendacmayeesamabiyiddan la asalaaliid lihe lich olilhis Deed of Trusl. Lender s

\$4. Recommente This Deet of Tusk securestife Series in a deet and advences may be made, report, and conduction that to now. I not close the Credit Agreement. Which Bertower (1) has paid all sum secured by the Deet of Trust and (2) has required the control of credit as consider, being recovered the Property and shall surrender this

stems with a finite of the contests only also ready the some beautist by the Dead of Trust shall continue thimpared. Upon such payment and a second of the East of Trust and the Sulpherone accured nateby shall reflain in full force and affect as if no

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A tract of land situated in Sections 13 and 24, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the point of intersection of the West line of the NE 1/4 SW 1/4 of said Section 13 and the center line of South Poe Valley Road; thence South along the West line of the E 1/2 SW 1/4 of said Section to the North line of said Section 24; thence West along said North line to the Northwest corner of said Section; thence South along the West line of Section 24 to the Southwest corner thereof; thence East along said South line to the Southeast corner of the SE 1/4 SW 1/4 of said Section; thence North to the Northeast corner of the S 1/2 SE 1/4 SW 1/4; thence West to the Northwest corner thereof; thence North along the East line of the W 1/2 W 1/2 of said Section to a point 20 feet South of the Northeast corner thereof; thence East parallel with and 20 feet Southerly from the North line of said Section 24, 1006 feet to a point; thence North on a line parallel with the North South center line of Section 13 to its intersection with the center line of South Poe Valley Road; thence Northwesterly along said centerline to the point of beginning.

LESS AND EXCEPTING that portion lying within the right of way of South Poe Valley Road.

ALSO the E 1/2 E 1/2 of Section 23, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

CODE 35 MAP 3910 TL 2201 CODE 212 MAP 3910-1300 TL 601 CODE 35 & 212 MAP 3910-2300 TL 100 CODE 212 & 35 MAP 3910-2300 TL 100

INITIALS:

Brenda High Jensen

Bruce S. Jensen

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Filed for record at request of	Aspen '	Mile & Escrow		20th day
of March	_A.D., 19 <u>_97</u> _ar	1:52_0'ckek_P_M.	and duly recorded in Vol	369.7
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