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of smarcong construction of imprinventuria. In this Property, Trustor further egrees: Consider for the particles of sense continuous present of the result of

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Maturay Dath: October 15 rol 1998 sens of only, subject instactors at samplements but to concern on the concern on the stocout for to concern MHEN ISEC) MED MAIN TO IN DI THE CONFORMATION OF IN THE GENERAL IN THE SECRET CONFORMATION OF CHARGE INSTRUMENT OF First Sicurity Bank on in relia without manner of epolicible seed, state and lederal term releasing and entirence related to Bend Loan Center District and entire terms of the property and control an 450 NE Alugh Kuolis 0. colcontion and report not to reside in democrat any beginning to comme with a complete or resides promptly not complete or resides promptly and

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BODO HEAD GOOD BE THE TO BEAD OF THE SECURITY AGREEMENT AND FIXTURE FILING IN COMMENDATION OF THE GOOD CONTRACTOR OF THE PROPERTY OF THE PROPE Agreement or the include class isocuted by this Trust Dand and ti(O1909) a sale of the Frapacy in electrocity with the extractions elected, or the

euth Pries, answermants, is steafands premiums sheet this doo. It were alrest to a defend under any of the provisions of this to a little door of the NOTE: THIS TRUST DEED SECURES A PROMISSORY NOTE WHICH BEARS INTEREST AT A RATE WHICH VARIES ACCORDING TO CHANGES IN THE "PRIME RATE" ALL AS DEFINED IN THE LOAN AGREEMENT. THE MAXIMUM PRINCIPAL AMOUNT TO BE ADVANCED MAY BE EXCEEDED TO COMPLETE CONSTRUCTION PURSUANT TO CRS 81 155(2)(c). Q or see process to the construction prinsuant to CRS 81 155(2)(c).

THIS TRUST DEED, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING IS made this 25th and day of 1997 Detween ROBERTSON & PRICE L.L.C., AN OREGON LIMITED LIABILITY COMPANY September

as GRANTOR AND TRUSTOR (reterred herein as the "Trustor," with all references herein to "Trustor" to include Trustor as a Grantor under this Trust Deed), whose address is 740 NW COLORADO, BEND, OR 97702 First American Title of Willamette Valley

TRUSTEE, whose address is 280 Liberty Street SE Sales. OR 97308

and First Security Bank of NuAr nuce the Mora supplies to sales to the security as BENEFICIARY, whose address is 450 NE Windy Knolls Dr. Bend no 97701 Hore at Louist beautique control Atm. Linda K. Fisher of the

WITNESSETH: That Truster CONVEYS, TRANSFERS, ASSIGNS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in the KLANATH of sect and was enjoy to country. State of OREGON from the part and section which we see the part and the consequent was the consequent with the description of performance and the consequence of the consequ

LOT 6; BLOCK 400 TRACT 1152; NORTH HILLS; ACCORDING TO THE OFFICIAL PLAT THEREOF ON 100 000 FILE IN THE OFFICE OF THE COUNTY CLERK; KLANATH FALCE, OREGON of many presence and passence of a confidence of presence of the presence of

premiums that will become and justable to renew this mustaces on the Property covering entitles by the consisting and premium is seed as of the sixes and accessments teveral or to be insted expensi Together with all the estate, right, title and interest that Trustor now has or may hereafter acquire, either in law or in equity, in and to the property described above; to have and to hold the same, together with all buildings, structures and improvements now or hereafter placed on the property and all alterations, additions or improvements now or hereafter made thereto, together with all tangible personal property, goods, fixtures, equipment, machinery, building materials, tools, supplies, appliances and mechanical systems of every nature whether now or hereafter located in, on or used or intended to be used in connection said buildings, structures and improvements or on the property, including without limitation those for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air and light and including without limitation all plumbing, plumbing fixtures, water heaters, furneces, air conditioners, kitchen appliances; light fixtures, awnings, storm windows, storm doors, screens, blinds, shades, curtains, curtain rods, mirrors, cabinets, wall coverings, rugs, carpeting, floor coverings, telephone equipment, landscaping trees and plants, fences, security systems and outdoor lighting, and all other similar items and goods and all additions and replacements therefor, whether now or heresher placed on the property or in any of the buildings or improvements thereon, and together with all ossestients, rights of way, covenants benefitting the property, singular lands, tenements, hereditaments, reversions, remainders, rents, leases, receipts, eccounts, contract, rights, contracts of sale or other dispositions, instruments, documents, general intengibles, issues, profits, privileges, water rights, water company shares of stock (with all certificates therefor to be delivered to Beneficiary), governmental permits, governmental entitlements, utility deposits and rebates, voting and other rights under any recorded of unrecorded declaration, criticles, bylaws, or rules and regulations established by any owners' association or similar entity, declarant and other rights under any recorded or unrecorded covenants, conditions and restrictions, Plans and Specifications, studies, data, tests, reports and drawings, and appurtenances of every kind and nature themsunto belonging relating or in any way appending or which may be hereafter acquired and used or related to said property, or any part thereof; and together with all proceeds therefrom including without limitation insurance proceeds (all of the foregoing shall hereinalist be relemed to as the "Property").

FOR THE FURPOSE OF REQUERIGE (1) payment of the indecendence eyesteed by a franksory force dated by ROBERTIBLE PROPERTY OF AN OREGIN LIMITED FORCES. In the payment, made by ROBERTIBLE 28168 1.1.0. AN OREGIN LIMITED

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FOR THE PURIOSE OF SECURING (1) payment of the indebtedness evidenced by a Promissory Note, dated September 25 1597 in the principal sum of \$ 225,200.00 (such principal sum being the "Maximum Principal Amount" as defined in the Agreement), made by RIBERTSON & PRICE L.L.C. AN OREGON LIMITED

Che 'Maker' if such a continuity is passed to the porder of Beneficiary at the (timate, in the (marner and with interest as therein ast forth, and any extensions, menerals or modifications thereof, (the 'Note'); (2) the proment and performance of all obligations and liabilities of Truster (and, as applicable, Maker) under the terms of that certain Residential Construction Loan Agreement, dated on or about the date herewith (as may be amended or supplemented, the 'Agreement'); (3) the performance of each agreement, dated on or about the date herewith (as may be amended or supplemented, the 'Agreement'); (3) the performance of each agreement, dated on or about the date herewith (as may be amended or supplemented, the 'Agreement'); (3) the performance of each agreement, dated on or about the date herewith (as may be amended or applicable to a distance or distance as hereafter may be media to Trustor of Maker, or their respective successors or assigns, when ovidenced by a promissory note or cather document reciting that they are secured by this Trust Deed; and (6) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided. If the terms of the Agreement provide for more than one disturbed the terms of the Agreement provide for more than one to expeed the Maximum Principal Amount stated above in accordance with the terms of the Agreement, with the disbursements made under the terms of the Agreement to be considered future advances, and this Trust Deed will secure future advances, as that term is defined by applicable amount outlined above and in the Agreement. The maximum amount of total outstanding advances of principal to be secured by this Trust Deed and the Agreement.

- 1. "LUpon request of Beneficiary and from and after the date of such request, Trustor agrees to pay to Beneficiary, in addition to the payments of principal and interest payable under the terms of the Note, on the first day of each month until the Note is tuly paid, the following suggests.
- (a) An installment of the taxes and assessments levied or to be levied against the Property, and an installment of the premium or premiums that will become due and payable to renew the insurance on the Property covering against loss by fire or such other hazards as required by the Agreement or as may reasonably be required by Beneficiary in amounts, and in a company or companies, satisfactory to Beneficiary. Such installments shall be equal/respectively, to the estimated premium or premiums for such insurance, and taxes and assessments, month prior to the date when such premium or premiums and taxes and assessments will become due. Such added payments shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of Beneficiary, and no interest shall be payable in respect thereof.

 Beneficiary shall use such monthly payments to the extent they will suffice to pay such premium or premiums and taxes and assessments when due.
- paragraph 1 and all payments are required under the Note till monthly payments mentioned in the proceding subsection (a) of this paragraph 1 and all payments to be made under the Note shall be added together, and the aggregate amount thereof shall be paid each month on the data specified in the Note for the payment of monthly installments in a single payment to be allocated by Beneficiary to the following items to the contract of the payment of monthly installments in a single payment to be allocated by Beneficiary to the following items to the contract of the payment o
- Decay where Lag Texes, essessments, like and other hexard insurance premiums;
 - ii. Interest on and late tees with respect to the indebtedries secured hereby;

iii. Principal of the indebtedness secured hereby.

SELECTION Fallure to comply with the terms of this paragraph 1 shall constitute an event of default under this Trust Deed.

2. If the total of the payments made under subsection (a) of paragraph if shall exceed the amount of payments actually made by Beneficiary for taxes, assessments, or insurance premiums, as the case may be, such excess may be released, applied on any indebtedness secured hereby, or be credited by Beneficiary on subsequent payments to be made by Trustor. If, however, the monthly payments made under subparagraph (a) of paragraph if shall not be sufficient to pay taxes, and assessments, and insurance premiums, as the case may be, when the same shall become such taxes, assessments, or insurance premiums shall be due. If there shall be a default under any of the provisions of this Trust Deed or the Agreement or the indebtedness secured by this Trust Deed and therewiter is asle of the Property in accordance with the provisions thereof, or if Beneficiary is could be provided the provision of the provision of the provisions thereof, or if Beneficiary is could recome any payment of such proceedings, or at the time the Property is otherwise sold or acquired, the belance then remaining in the funds accumulated under subsection (a) of paragraph 1, as a credit rigalist the amount of principal then remaining unpaid under the Note or other indebtedness secured hereby.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

- 3. To keep the Property in good condition and repair; not to remove or demolish any building or improvement; to complete or restore promptly and in good workmanife manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property including without limitation all applicable local, state and federal laws, rules, regulations and ordinances relating to tand use, zouling or protection of the environment, or to the generation, use, storage, removal, transportation, handling or disposal of toxic materials, hazardous waste or other similar materials or substances; not to commit or permit waste on the Property; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary; and, if the terms of the Agreement or the Note provide that the loan or loans granted thereby or any part thereof is being obtained for the purpose of financing construction of improvements on the Property, Trustor further agrees:
 - (a) To commence any construction promptly and to pursue construction with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary.

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To allow Beneficiary to inspect the Property at all times during construction, and

FINE F4 (c) to 10 To comply with all terms of the Agreement regarding construction on the Property.

sy court each exponent require maken increment eponents of successory plantages in a successory of the on the improvements now existing or horeater constructed or placed on the Property. Such insurance shall be carried in companies approved by Beneficiary with loss payeble clauses and mongages clauses in layor, it and in form acceptable to Beneficiary. In the event of a loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary alone instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the damage. In the event that the Trustor shall fail to provide satisfactory hazard insurance within thirty days prior to the expiration of any expiring policy. Beneficiary may procure, on the Trustor's behalf, insurance in favor of Beneficiary alone with Trustor being obligated to reimburse Beneficiary, immediately, for such costs. If insurance cannot be secured by the Trustor to provide the required coverage, or if Trustor falls to reimburse Beneficiary immediately for the costs of insurance incurred by Beneficiary, such event will constitute an event of default under the terms of this Trust Deed. In the event of the foreclosure of this Trust Deed or other transfer of title to the Property in entinguishment, in whole or in part, of the debt secured hereby, all right, tale, and interest of the Trustor in and to any insurance policy then in force shall pass to the purchaser or Cantee. Appending the progress of the Trustees and arthmetic seed. 2) the actes of septiment, since was seed and selection in the

may the difference of the apply the proceeds of the gale to payment of (1) and cours and expenses of expression the presence and or 5. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as required by the Agreement or as Beneficiary may require, including policies of title insurance and any extensions or renewals thereof or supplements or endorsements thereto purpose decreased hereographic market by the flut deathers any amount of the see the supplements of the flut deathers and any or the see the see the see that the se

cape and journal in section of the line of the line and security interests granted hereby, the title to the Property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees incurred by Beneficiary and Trustee. for apply the color that capse of keeth tane as may blen be included by tank tollowed the response of selection of selection of selections and notice of

To pay at least 10 days before delinquency all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens with interest on the Property or any part thereof, which at any time appear to be prior or superior hereto; to pay ell costs, lees, and expenses incurred in connection with this Trust Deed, eggs up as a popular day of some connection with this Trust Deed, eggs up as a popular day of some connection with this Trust Deed, eggs up as a popular day of some connection with this Trust Deed, eggs up as a popular day of some connection with this Trust Deed, eggs up as a popular day of some connection with this Trust Deed, eggs up as a popular day of some connection with this Trust Deed, eggs up as a popular day of some connection with this Trust Deed, eggs up as a popular day of some connection with this Trust Deed, eggs up as a popular day of some connection with this Trust Deed, eggs up as a popular day of some connection with this Trust Deed, eggs up as a popular day of some connection with this Trust Deed, eggs up as a popular day of some connection with the connection w bocome offer and payable in this at this exists of Boomparts. In the exect of payable defeat, and retrieved any contrates on the contrate of

8. Upon an event of default under the Agreement including a default under the Note and including Trustor's failure to make any payment or to do any ect as provided in this Trust Deed, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Truster and without releasing Truster from any obligation thereof or under the Agreement, may (i) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (ii) commence, appear in and defend any action or proceeding purporting to affect the Property or the rights or powers of Beneficiary or Trustee; (iii) pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and (iv) in exercising any such powers, incurrent liability; expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title and the employment of attorneys at his tourspet of rakers

In the evert of the palsagen other the data of this lines Deed, of any law used tolong from the visitor as the fire personal That the Beneficiary shall have the right to inspect the Properly after construction is completed at any and all times during usual business hours and amount

Beneficiary of any default in escaplance of payment of any such excubid hereby about is used as miss not recovere a view of our obs 10. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee with interest from date of expenditure until paid at the default rate set forth in the Note or the Agreement. If no default rate is given, such interest shall accrue at the per annum rate set forth in the Nois until paid. The repayment of such sums and interest shall be secured hereby. not cure by waive any details of notice of details hereignated or under the Agreement not suvalizable the rights of Secriptory upon such details or

THIS MUTUALLY AGREED THAT SO BOILDIES OF COMBINESHIGH OF PARISH AND STATES OF THE PROPERTY HOLD THE STATES OF THE

The entering upon and taking possession of the Proposty, the appointment of a receiver, the complete of sect, many, by ses, and proba, of the Should the Property or any part thereof be taken or damaged by reason of any public improvements or condemnation proceeding, or idamaged by fire, earthquake, or flood, or in any other manner, Beneficiary shall be entitled to receive independently and solely all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence; appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damaged, right of action and proceeds, including the proceeds of any policies of fire and other insurance affecting the Property, are hereby assigned to Beneficiary, who may after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary of Trustee may require. It and quires industriate justification records a people of the property of

12. All any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the Note for undorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby. Trustee may (a) consent to the making of any map or plat of the Property; (b) join in granting any easement or creating any restriction therson; (c) join in any subordination or other agreement effecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or tiny part of the Property; and (e) take other or additional security for the payment thereof. The grantee in any reconveyance may be described as 'the person or persons entitled thereto,' and the recitals thereto of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to play resconable Trustee's less to any of the services mentioned in this paragraph? wild Elinaforary gives match parameter. Trustor abattly, permitted to other tail and reader, respect to testing, and profits seamed trice to such green

13." So long as the indebtecineso secured hereby is cutstanding. Trustor hereby assigns absolutely to Beneficiary all leases, rents, Issues, lend grotte of the Frederiy and of any peaking property totaled messay, which a two belands of necessary consists of the property of the prope

royalties, and profits of the Property and of any personal property located thereon, whether now existing or hereafter arising. Until a default occurs In the payment of any indebtedness succred hereby or in the performance of any agreement hereunder or an event of default under the Apreement or until Beneficiary gives notice otherwise. Trustor shall be permitted to collect all such rents, issues, royalties, and profits earned prior to such event of default of the case may be rotice from Beneticiary as they become due and physiological an event of default occurs or upon Beneficiary's notice. Trustor's privilege to collect any of such moneys and enjoy the benefits of buch Property shall cease, and Beneficiary shall have the right, es stated above, with or without taking possession of the Property to collect all leases, rents, royalities, issues, and profits and enjoy the benefits of such Property. Fallure of or discontinuance by Beneficiary six any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right; lower, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to dollect shall be; or be construed to be, an affirmation by Beneficiary of any tenancy, lease, or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option. On the lien or charge of this Trust Deed to any such tenancy, lease or option.

14. Upon any default hereunder or any default under the indebtedness secured hereby or under the Agreement, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of such receiver without the posting of a bond or undertaking and consenting to the appointment of Beneficiary as such receiver), and without regard to the value of the Property or the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect said rents, issues and profits including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine see on good or an automativations. Goodiest, against outside to recome addressed on constructions of control of contr Singled the Property or gity his moreol be taken or changod by toesten in any position improvements or personalized property or

The entering upon and taking possession of the Property, the appointment of a receiver, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of the Property, and the application thereof shall not cure or waive any default or notice of default hereunder or under the Agreement nor invalidate the rights of Beneficiary upon such default or under the notice of default nor any act done pursuant to such notice of default and pursuant

paid is the detain rete set thin in this follow the Arraement, it no details rate is given, such chenst shak morns in the per eneutricles sations 162 Fallure on the part of Beneficiary to prompily enforce any right hieraunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default or acceptance of payment of any sum secured hereby after its due date shall not constitute a waiver of any other subsequent default.

That the transfers y that associate again to asspect the frecent, wher constitution is no marked as a single with backass In the event of the passage, after the date of this Trust Deed, of any law deducting from the value of the Property for the purposes of taxation, 17. any lier thereon, or changing in any way the laws now in force for the laxation of trust deeds or debts secured by trust deeds, or the manner of the collection of any such taxes, so as to affect this Trust Deed, the indebtechess secured hereby shall immediately become due and payable at the option of the Beneficiary. The first progress obtains the progress of communication and the progress of the pr

and purposes. (a) consider appear in and county the police in proceeding purposed in the street in the street process in 18. Time is of the essence hereof. Upon default in the payment of any indebtedness secured hereby or in the performance of any agreement heraunder, or upon the occurrence of any other default or event of default under the Note or the Agreement, or in the event a receiver or a matter is appointed for Trustor or Trustor's property, or Trustor makes an assignment for benefit of creditors, or Trustor becomes insolvent, or a petition is filed by or egainst Trustor pursuant to any provisions of the United States Bankruptcy Code, as amended, all sums secured hereby shall immediately become due and payable in full at the option of Beneficiary. In the event of such default, and without any obligation on Beneficiary to give notice of such acceleration, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause the Property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein the Property or some part or parcel thereof is situated. Eleneficiary also shall, if requested, deposit with Trustee, the Note and all documents evidencing expenditures secured hereby.

To pay at least 10 days bottod actiquation all terest and estemporate at useing the Property. At any time after the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, may sell the Property on the date and at the time and place designated in such notice of sale, either as a whole or in separate parcels, and in such order as Beneficiary may request, at public auction to the highest bidder, the purchase prior payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any reason, postpone the sale from timo to time to the extent permitted by law until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale. Trustee shall execute and deliver to the purchaser its Trustee's deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in the Trustee's deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) the costs of any appraisals, environmental audits, and evidences of title procured in connection with such sale and any exponses associated with the Trustee's deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest from the day of expenditure at the detault rate set forth in the Note or the Agreement, or, if no default rate is given, at the per arrum rate set forth in the Note; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto; or the Trustee, in its discretion, may deposit or interpleed the balance of such proceeds with the county clark or a count of the county in which the sale took place and provide people control of pace of posterior a sound and provide pace of the darmine in the exert that the Thukker shall fall to provide nameboliary bezind distrance at 56 fiely play, it of it

20. Trustor agrees to surrender possession of the Property to the purchaser at the sale immediately after such sale in the event such possession has not previously been surrendered by Trustor, cost, some merced of the content was necessary to the merced freedom to the feet of the content of the conte The multiplier value to Emparate who wish work blooms poss said been ascenies company conserved a belief of any account to

21 confulping the occurrence of any default hereunder or any default under the indebtedness secured hereby, including a default under the Note or the Agreement, Beneficiary shall have the option to declare all sums accused hereby immediately due and payable in full and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property, and Beneficiary shall be entitled to recover in such proceeds all costs und expenses incident thereto including appraisals, environmental audits, title reports, court costs and attorney's fees in such amount as shall be fixed by the court. We significant of the editionals reducted receivables of the Electrical

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- This Trust Deed is interested to be an assignment, security agreement and pledge pursuant to the Uniform Commercial Code and other applicable law for any of the items specified above as part of the Property which, under applicable law, may be subject to an assignment, security interest of pledge pursuant to the Uniform Commercial Code or such other law, and Trustor hereby grants Beneficiary a security interest in the items specified above as part of the Property which are personal property. This Trust Deed is also a financing statement and fedure filling to be recorded in the real estate records of the county in which the Property is located. Trustor agrees that Beneficiary may file this Trust Deed, or a photocopy thereof, in any other jurisdiction or other appropriate index, as a financing statement for any of the kems specified above as part of the Property or for any other purpose: In addition, Trustor screes to execute and deliver to Beneficiary, upon Beneficiary's request, any other financing statements, as well as extensions, renewals, and amendments thereto, and reproductions of this Trust Deed in such form as Beneficiary may require to perfect a security interest with respect to said items. Upon Trustor's breach of any covenant or agreement of Trustor contained in this Trust Deed, or after the occurrence of an event of default under the Agreement, including breach of the covenants to pay when due all sums secured by this Trust Deed, Beneficiary shall have the remedies of a secured party under the Uniform Commercial Code and other applicable law and, at Beneficiary's option, may also invoke the remedies provided in this Trust Deed as to such items. In exercising any of said remedies, Beneficiary may proceed against the items of real property and any items of personal property collateral specified above as part of the Property separately or together and in any order whatsoever without in any way affecting the availability of Beneficiary's remedies under the Uniform Commercial Code or of the remedies provided in this Trust Deed and without affecting the personal liability of Trustor (and, as applicable, Maker) under the indebtedness secured by this Trust Deed. Portions of the Property may constitute goods which are or are to become focures on or relating to the improvements constructed on the Property, and this Trust Deed is to be recorded in the real estate records of the county in which the Property is located. Trustor covenants and agrees that, from and after the time of the recording of this Trust Deed, this Trust Deed shall constitute a fixture filing under the Uniform Commercial Code. Information concerning the security interest created hereby may be obtained from Beneficiary. The legal description of the Property in this Trust Deed is the legal description of the real estate upon which any fixtures covered by this Trust Deed are located, and the Trustor is the record owner of such Property. This Trust Deed is a "Construction Mongage" within the meaning of the Uniform Commercial Code. For purposes of applying the provisions of the Uniform Commercial Code relating to a *Construction Mortgage", the occurrence of "completion of construction" shall not be deemed to have occurred until completion of all work, and installation or incorporation into the improvements on the Property of all materials for which sums are disbursed under the Agreement and secured by this Trust Deed.
- 23: Beneficiary may appoint a successor trustee at any time by filing for record in the office of the county recorder of each county in which the Property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed without notice to all the powers, duties, authority and title of the trustee named herein or of any successor trustee.
- 24. The rights and remedies of Beneficiary under this Trust Deed are cumulative and are in addition to any other remedies provided by law or under the Agreement. The exercise by Beneficiary of one right or remedy under this Trust Deed shall not constitute an election of remedies to the exclusion of other rights and remedies. Trustor hereby walves all claims that Beneficiary marshall assets of Trustor or Maker in collecting the indebtedness secured hereby. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legates, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. In this Trust Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- 25. Trustee accepts this Trust Deed when it is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other trust cleed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless such action or proceeding is brought by Trustee.
- 26. If all or any part of the Property or an interest therein is sold or transferred voluntarily or involuntarily by Trustor (or if a beneficial interest in Trustor is sold or transferred and Trustor is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without Beneficiary's prior written consent, excluding a transfer by devise, descent or by operation of law upon the death of a joint tenant, then Beneficiary may, at Beneficiary's option, declare all the sums secured by this Trust Deed to be immediately due and payable in full.

Beneficiary agrees to consider consent to a sale or transfer if: (1) Trustor causes to be submitted to Beneficiary information required by Beneficiary to evaluate the transferee; (2) Beneficiary determines that Eeneficiary's security will not be impaired and that the risk of a breach of any covenant or agreement in this Trust Deed or the Agreement by reason of the involvement of such transferee is acceptable; (3) interest will be payable on the sums secured by this Trust Deed at a rate acceptable to Beneficiary; (4) changes in the terms of the Note, the Agreement and this Trust Deed, required by Beneficiary are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the Note, and the addition of unpaid interest to principal; and (5) the transferce signs an assumption agreement that is acceptable to Beneficiary and that obligates the transferce to keep all the promises and agreements made in the Note, the Agreement and this Trust Deed, as modified. To the extent permitted by applicable law, Beneficiary absolute discretion to refuse consent and to accelerate the indebtedness secured by this Trust Deed upon a transfer that is not permitted by this Trust Deed.

transitions and upon the mix effect an Abania of this triple charge of the level of a permitted transfer, Trustor (or Meker, as the case may be) still continues to be obligated under the Note and this Trust Deed, unless Beneficiary releases Trustor (or Maker) in writing.

- 27. Trustor shall promptly furnish Beneficiary with copies of all tax returns and financial reports and statements as required by the Agreement or as requested by Beneficiary, all prepared in a manner and form and at such times as are acceptable to Beneficiary.
- 25. Trustor hereby agrees to indomnify, defend, and hold harmless Beneficiary, its successors, assigns, officers, directors, employees and agents agringt any loss, flability, cost, injury, expense or damage, including without limitation court costs and attorneys fees and expenses, in connection with or arising from the presence, escape, seepage, leakage, spillage, discharge or emission on or from the Property of any hazardous or toxic substances, materials or waste that are or may be regulated by federal, state or local law. This indemnification (a) shall survive the release,

rpiffalcos nuctifuls institute out us succeeded affice party (c) is all socioed of the trial force and (n) shall be enquire to toucheart or satisfactor of the first party to the tradits, of the tradition and party (p) is reference to a group that the contents 6933022

foreclosure of satisfaction of this Trust Deed or the transfer of the Property encumbered hereby, (b) is separate and distinct from the other obligations under this Trust Deed and the indebtedness secured hereby (c) is not secured by this Trust Deed, and (d) shall be in addition to such other such indemnifications: we no that are or may as requisited by highly, sixte and have the release, connection with or wising from the processo, ascepte, het against the head springer of entires or or nomine the property of any necessions. 29 AND This Trust Deed shall be construed according to the laws of the State of Oragon, except that to the extent that the Property or any of it is a located outside of the State of Oregon and enforcement of the provisions of this Trust Deed against the Property requires the application of the law of the jurisdiction where such Property is located, the law of such jurisdiction shall govern for such enforcement purposes only.

es requasied by Boneficiary, all prejured in a marcer and two and allerer imps as are receptable to bened hlotal instancing any provision herein on in the Note, the total liability for payments in the nature of interest shall not exceed the limits that may be imposed by the applicable laws of the State of Oregon.

31. any, provision, hereof, should; be, held, unenforceable, or void, then such provision, shall, be deemed separable from the remaining. provisions and shall in no way affect the validity of this Trust Deed or the rights of Beneficiary hersunder.

32. 32. The jundersigned Trustor requests that a copy of any notice of default, and of any notice of sale hereunder be mailed to Trustor at the transfor hal a not permitted by this Tout Deed. address herelabelore set forth you people as the procedure of the condition to people contain to the contain the THE CONTROL TO LOUSE AS IN 1808 OF THE ELOCATION BUILD ARE THE PROPERTY THE CHARLES OF THE CONTROL OF THE CONTR AFTER OCTOBER 3, 1989 CONCERNING LOANS AND OTHER CREDIT, EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND SIGNED BY THE BANK TO BE ENFORCEABLE DO JUST AND ABBURD OF STORY DESIGNED IN SOCIEDAD (S) SECTION AS Beneficier, to evaluate it a transfermer (2) Beneficiary discremins that Beneficiary's secunifying not be improved and that the left of a crosch of any Bondletury agrees to consider consent to a sain to transm it. (7) Thesia pauses to be submitted to Sensition mismaken inquired by

SIGNATURE OF TRUSTOR: ROBERTSON & PRICE L. L.C., AN OREGON LINITED LIABILITY COMPANY Proster is apid of transferred and Institut is not a natural parson or abratine but that comprehensive then or other lags, onthis without If all or any part of the Propedy or an interest Totaln is sold on translering wavelantly or stratcaship by Trusic for It a periodical interest in

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ides that lemmine and/or herber, and the sinclude nember archides use as BY: administratives, executains, expressions and assigns. All originations of interest nerotander and joint and serving, in this Trust Deed, whenever the indeblishighs secured hereby. This haist Deep shell imply to store in the barried of and also harter here's that must legatoes, devisees, exclusion to other rights and refredites. Thester hereby makes all claims that Benefits markets assets of truster or deserting collecting the under the Surections. The exercise by Renelidary of one highly or remark ander this Trust Deed shall not constitute an election of remedius to the The natus and remarkes of Banokalay under this finist Dead any pagnalates and pag in addition to any other remember provided by law or

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incorporation into the tenoratements and the Property of all materials for which saving the distinct the tenoration and vectors by the Third Mongage), the occurrence of completon of constrictions shall not be allogated to have occurred and economic, of all work, and installation or monthing lift the Mattorn Connected Code. For porgosen of epolyting the products of the UANDA Connected Code related to a Manuscan the This Date are located, and the Truster is the rodars ewest in such tropody. The This freez is a Copetar for Archagans within the Beneficially. The legal despitulate of the Property in this trust Deed is the seque describing of the real setate apen when any extuner covered by constitute a fraction field redges the challent comprequest for respect to the respect to the contract from the Property is receised. Thusion comments and agrees that from and after the feme of this meenths or this trust Deed, this trust Deed shall under the most reflect by this that Does Pritions of the Plapony may poorting useds which are is are a become filtures on or realing the Landscape constructed on the Property and this flux Doed is to be realisticated in the rest extends of the count, in which Consider Considering the consequent to the line is the second state of the constant of the consequence of the consequence of the constant of t powerDeedwofq Trust: «Said anote or wnotes atogether with all the other posses indebtedness secured by this Deed of Trust, have been paid in full. you are hereby directed to candel said note or notes and this Deed and public fit with the delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust BIGGINIA LOX the person or persons legally entitled thereto. Section 10. Secti photocopy thoroat, in rest, curer justicliciten or other improcesses inday, as a thieratory statement for sory of the hone specified above as cast of the mentabil in the roal stials second, of the county in which the Property is accessed trastal applies that Barbboary may he like hold Cood, as a harts adeptibed acovers, part of the Proporty which and personal property. This that there has a fashery statement and leave 1800, to be proper Officer, First Security Bank, N.A. where courses Today's Date to consider the supplementation of the construction of th This Trest Weet in immedge to be an assignment, accurit, aglisement and pledge, pursuant to the Uniorin Comments Gode and other

County of DESCHUTES	}} ss.	
		day of <u>September</u> , 19 <u>97</u> , before me, the
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L.L.C	grifferen er en	
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NOTARY PUBLIC - OREGON COMMISSION NO. 051603 NY CHEENSTEE MAY 1, 2009		My Commission expires 3-1-40
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TE OF OREGON: COUNTY OF KLAMAT	H: ss.	
d for record at request of	Klamath (County Title Co. the 30th
d for record at request of	Klamath (o'clock' p M., and duly recorded in Vol. M97
September A.D., 19 <u>97</u>	Klamath (o'clock <u>p</u> M., and duly recorded in Vol. <u>M97</u> on Page <u>32108</u>
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I for record at request of	Klamath (o'clock <u>p</u> M., and duly recorded in Vol. <u>M97</u> on Page <u>32108</u>