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The state of the s	gard to the	His a ten i accest K	Jams'th Falls OR 97601 O Box 3176, Portland, OR. 97208-3176
Beneficiary/("Lender"): U.S. Bank		Activess: r	11 S.W. Fiftil Avenue
Trustea: U.S. Bank Trust Company, Nation:	an arranger	ija (hamada 🎏	ortland, Oregon 97204
1. GRANT OF DEED OF TRUST. By signing be	二本 计二十二 经证券的证券		
LOT 16 IN BLOCK 2, TRACT 1145, OF NOB HILL, INVINGTON HEIGHTS,	WILLIAM FAFETHE	A I E MODILION	AND ELSOISTO
HEIGHTS, ACCORDING TO THE OFFICE OF THE COUNTY CLERK OF IC.  or as described on Exhibit A, which is attache improvements and fixtures now or later local.	LAMATH, COL	NTY OREGON:	corporated herein, and all buildings and other
hereby assign to Lender any existing and the described below: I agree that I will be legally	ture leases bound by all th	ind fents from the lesterns stated in t	in Deed of Trust.
2. DEBT ScCURED. This Deed of Trust secure	os the following	ig:	NAMES AND ADMINISTRATION OF STREET AND ADMINISTRATION OF STREET
review), collection costs and any and all	other amoun	es, owing under	s, attorneys' fees (including any on appeal on note with an original principal amount o
The state a major and the same of the same	lon, in ed. a	ret it is e	("Borrower
Donal of R Buell and Karen G Buell and payable to Lender, on which the lest obligations, if any (collectively "Note"):  and any extensions and renewals of any lest the lest of the lest o	payment is	ciue March 25	2010 . as well as the following
and any extensions and renewals of any ler Trust if this paragraph 2:a. is checked, unless	gth. The wor paragraph 2.	ds "LINE OF CRED b. is also checked:	T INSTRUMENT" do not apply to this Deed
b. The payment of all amounts that are pu	vable to Land	erat any time unde	·鹅、鹅草草的 医全球性切除 医流光 电流流 精 医二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十
thereto ("Credit Agreement"), signed by		Pullit en l'evo	ra
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The Credit Agreement is for a revolving line of	of credit unde	r which Borrower n	(*Borrower hay obtain (in accordance with the terms of the sions. The maximum principal amount to
The Credit Agreement is for a revolving line of Credit Agreement) one or more loans from advanced and outstanding at any one time p. The term of the Credit Agreement consists of Credit Agreement, during which advances Borrower must repay all amounts owing to	of credit under in Lender on ursuant to the of an initial pe can be obtain Lender under	rwhich Borrower none or more occa Credit Agreement find of ten years, which by Borrower, the terms of the C	(*Borroweinay obtain (in accordance with the terms of the sions. The maximum principal amount to its \$  thich begins on the above indicated date of the sion of the repayment period during white and the repayment period but it will end
The Credit Agreement is for a revolving line of Credit Agreement) one or more loans from advanced and outstanding at any one time p. The term of the Credit Agreement consists of Credit Agreement, during which advances Borrower must repay all amounts owing to period and the maturity date will depend on later than the maturity date of This Deed of Trust secures the performance under the Credit Agreement, the payment of (including any on appeal or review), collectioned the Credit Agreement, and any externity of the Credit Agreement and the Cred	of credit under in Lender on ursuant to the can be obtain the amounts of the Credit of all interest ion costs and rene	rwhich Borrower none or more occar Credit Agreement field of ten years, while the Borrower, the terms of the Cowed at the begin Agreement, the payoredit report fees, any and all other a wals of any length.	(*Borroweinay obtain (in accordance with the terms of the sions. The maximum principal amount to its \$

52-E6530 OR 6/97

this Dead of Trust.

COPY 1 and 2-Bank; COPY 3-Consumer

The interest rate, payment terms and belince due under the Note or Credit Agreement or both, as applicable, may be indexed, adjusted, renewed or renegotiated in accordance with the terms of the Note and the Credit Agreement and any extensions and renewals of the Note or Cro-lit Agreement or both, as applicable.

Page 1 of 3

## 1161 3: INSURANCE, LIENS, AND UPKEEP

3.? I will keep the Property insured by companies acceptable to you with fire and theft insurance, flood insurance if the Property is located in any area which is, or hereafter will be designated as a special flood hazard area, and extended coverage insurance, if any, as follows:

MUTUAL OF ENUMCALW

The policy amount will be enough to pay the entire amount owing on the debt secured by this Deed of Trust or the insurable value of the Property, whichever is less, despite any "co-insurance" or similar provision in the policy. The insurance policies will have your standard loss payable endorsement. No one but you has a mortgage or lien on the Property, except the following "Permitted Lien(3)":

KLAMATH IST FEDERAL

- 3.2 I will pay taxes and any debts that might become a lien on the Property, and will keep it free of trust deads, mortgages and liens, other than yours and the Permitted Liens just described.
- 3.3 I will also keep the Property in good condition and repair and will prevent the removal of any of the improvements.
- 3.4 If I do not do any of these things, you may no them and add the cost to the Note or Credit Agreement as applicable. I will pay the cost of your doing these whenever you ask with interest at the fixed or floating rate charged under the Note or Credit Agreement, whichever is higher, even if you do these things, my failure to do them will be a default under Section 6, and you may still use other rights you have for the default.

## WARNING

Unless I provide you with evidence of the insurance coverage as required by the Credit Agreement or this Deed of Trust, you may purchase insurance at my expense to protect your interest. This insurance may, but need not, also protect my interest, if the collateral becomes dismaged, the coverage you purchase may not pay any claim make or any claim made against me. I may later cancel this coverage by providing evidence that I have obtained providing evidence that providing evidence that I have obtained property coverage

am responsible for the cost of any insurance purchased by you. The cost of this insurance may be added to the Note or Credit Agreement. If the cost is added to the Note or Credit Credit Agreement, if the cost is added to the Note or Credit Agreement, the highest rate on the underlying Note or Credit Agreement will apply to this added a mount. The effective date of coverage may be the date my prior coverage lapsed or the date I failed to provide proof of

The coverage you purchase may be considerably more expensive than insurance I can obtain on my o, vn and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements mposed by applicable law.

- 4. DUE ON SALE. I agree that you may, at your option, declare due and payable all sums secured by this Dead of Trust if all or any part of the Property, or an interest in the Property; is sold or transferred. If you exercise the option to accelerate, I know that you may use any default remedies permitted under this Dead of Trust and applicable law. I know that you may exercise your rights under this due on sale provision each time all or any part of the Property, or an interest in the Property, is sold or transferred, whether or not you exercised your rights on any previous sales or transfers.
- 5. PROTECTING YOUR INTEREST, I will do anything that may now or later be macessary to perfect and preserve this Deed of Trust and I will pay all recording fees and other fees and costs involved.
- 6. DEFAULT. It will be a default:
- 6.1 If you do not receive any payment on the dipbt secured by this Deed of Trust when it is due;
- 6.2 If I commit fraud or make any material misrepresen-6.2 If I commit fraud or make any material interpresentation in connection with my loan application, the Note or Credit Agreement, this Deed of Trust, or any aspect of my line of credit. For example, it will be a default if I give you a false financial statement, or if I do not tell you the truth about my financial situation, about the Property that is subject to this Deed of Trust, or about my use of the money! obtained from you through the Note or line of one dit:
- 6.3 If any action or inaction by me adversely affects your security for the Note or Credit Agreement, including, but not
- security for the Note of Credit Agreement, including, but not limited to, the following:

  a. If all or any part of the Property, or an interest in the Property, is sold or transferred;

  b. It I fail to maintain required insurance on the Property;

  c. If I commit waste on the Property or otherwise destructively use or fail to maintain the Property.
- d.lt I die; e. If I fail to pay taxes or any debts that might become a lien on the Property: Al los transital di

- f) if i did not kimp the Property free of deeds of trust mortgages and lists, other than this Deed of Trust and other Permitted Liens I have already told you about:
- g. If I become insolvent or bankrupt,
  h. If any person forecloses or declares a forfeiture on the property under any land salls contract or forecloses any Permitted Lien or other lien on the Property; or
- i. If I fail to keep any agreement or breach the warranties, representations or covenants I am making to you in this Deed of Trust about hazardous substances on the Property.
- 7. YOUR RIGHTS AFTER DEFAULT. After a default, you will have the following rights and may use any one, or any combination of them, at any time.
- 7.1 You may declare the entire secured debt immediately due and payable all at once without notice.
- 7.2 Subject to any limitations imposed by applicable law, either before or after a sale of the Property under a judicial foreciosure, or before a sale of the Property by advertisement and sale, you may sue for and recover from Borrower all amounts remaining under the Cre Agreement, under the Note, and under this Deed of Trust.
- 7.3 You may foreclose this Deed of Trust under applicable law either judicially by suit in equity or nonjudicially by advertisement and sale.
- 7.4 You may have any rents from the Property collected and pay the amount received, over and above costs of collection and other lawful expenses, on the debt secured by this Deed of Trust.
- 7.5 I will be liable for all reasonable collection costs you incur, to the full extent allowed by law. If you foreclose this Deed of Trust either judicially by suit in equity or nonjudicially by advertisement and sale, I will also be liable for your reasonable attorney fees including any on appeal or review.
- 7.6 You may use any other rights you have under the law, this Deed of Trust, or other agreements, including but not limited to any Note or Credit Agreement.

## 8. HAZAFIDOUS SUBSTANCES.

- 8.1 Except as previously disclosed to you in writing, I represent and warrant to you that no hazardous substance is stored, located, used or produced on the Property, and that to the best of my knowledge, after due and diligent incuiry, no hazardous substance is stored, located, used or produced on any edjacent Property, nor has any hazardous substance been stored, located, used, produced or released on the Property or any adjacent property prior to my ownership, possession or control of the Property.
- 8.2 I will not cause or permit any activity on the Property that directly or incirrectly could result in the release of any hazardous substance onto or under the Property or any other property. I agree to provide written notice to you immediately when I become aware that the Property or any adjacent property is being or has been subjected to a release of any hazardous substance.
- R.3: You and your representatives may enter the Property at any time, for the purpose of conducting an environmental audit committing only such injury to the Property as may be necessary to conduct the audit. You shall not be required to remedy any such injury or compensate me therefor. I shall cooperate in all respects in the performance of the audit. I shall pay the costs of the audit if either a default exists under this Deed of Trust at the time you arrange to have the audit performed or if the audit reveals a default pertaining to hazardous substances. If I refuse to permit you or your representatives to conduct an environmental audit on the Property, you may specifically enforce performance of this provision.
- 8.4 I will indemnify and hold you harmless from and against any and all claims, demands, liabilities, lawsuits and other proceedings, damages, losses, liens, penalties, fines, clean-up, and other costs, expenses, and attorney fees (including any on appeal or review) arising clirectly or indirectly from or out of, or in any way connected with (i) the breach of any representation, warranty, covenant, or agreement concerning hazardous substances contained in this Deed of Trust or in any other document executed by me in connection with the debt secured by this Deed of Trust; (ii) any release onto or under the Property or other property of any hazardous substance that occurs as a direct or indirect result of acts or omissions by me or my agents or independent contractors; and (iii) any release onto or under the Property of any hazardous substance that occurs during my ownership, possession, or control of the Property. my ownership, possession, or control of the Property.
- my ownership, possession, or control of the property.

  8.5. If you shall at any time, through the exercise of any of your remedies under this Deed of Trust, or by taking a deed in lieu of foreclosure, hold title to or own the Property in your own right, you may, at your option, convey the Property to me. I covenant and agree that I shall accept delivery of any instrument of convayance and resume ownership of the Property in the event you exercise your option hereunder to convey the Property to me. You, at your sole discretion, shall have the right to record any instrument conveying the Property to me and such recordation shall be deemed acceptance by me of the instrument and the conveyance.

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

8.7 For purposes of this Deed of Trust, the term "hazardous substance' means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material or hazardous, toxic or radioactive substance (or designated by any other similar term) by any applicable federal, state or local statute, regulation or ordinance now in effect or in effect at any time during either the term of this Deed of Trust or the period of time I remain in possession, custody, or control of the Property following either forcelosure of this Deed of Trust or acceptance by you of a deed in lieu of foreclosure.

9. SATISFACTION OF DEED OF TRUST. When the Note or Cradit Agreement or both, as applicable, are completely paid off and the Credit Agreement, as applicable, is concelled and terminated as to any future loans, I understand that you will request Trustee to reconvey. without warranty, the Property to the person legally entitled thereto. I will pay Trustee a reasonable fee for preparation and execution of the reconveyance instrument and I will record the reconveyance at my expense.

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

11. OREGON LAW APPLIES. This Deed of Trust will be governed by Oregon law.

12. NAMES OF PARTIES. In this Deed of Trust "I", "me" and "my" mean Grantor(s), and "you" and "your" mean Beneficiary/Lender.

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Grantor Donald R Buell		Tantal Karan G Buell
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Grantor		anto:
Grantor		
	INDIVIDUAL ACKNOU	VLEDGMENT
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County of Tiurium		Date
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