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Beneficiary/(Lendsr): U.S. I Trustee: U.S. Bank Tru	Bank ust Company, Nationa	146 (150 \$ 150 \$ 1 0)	Address: P.O. Box 31	76, Portland, OR. 97208-3176
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3.1 will keep the Property insured by companies acceptable to you with fire and their insurance, flood insurance if the Property is located in any area which is, or hereafter will be designated as a special flood hazard irea, and extended coverage insurance, if any, as follows:

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(s)":

#### CHASE MANHATI'AN

- 3.2 I will pay taxes and any debts that might become a lien on the Property, and will keep it free of trust deeds, mortgages and liens, other 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 do 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. It insurance may, but need not, also protect my interest. If the collateral becomes damaged, the coverage you purchase may not pay any claim I make or any claim made against me. I may later cancel this coverage by providing evidence that I have obtained property coverage elsewhere.

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 Agreement, the highest rate on the underlying Note or Credit Agreement; will apply to this added amount. 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 own and inay not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

- 4. DUE ON SALE. I agree that you may, at your option, declare due and payable all sums secured by this Deed of Trust if all or any part of the Property, or an interest in the Property, is sold or transferred. If you exercise the option to accelerate I know that you may use any default remedies permitted under this Deed of Trust and applicable law. I know that you may exercise your rights under this due on sale provision each time all or any part of the Property, or an interest in the Property, is sold or transferred, whether or not you exercised your rights on any provisus sales or transferred. you exercised your rights on any previous sales or transfers.
- 5. PROTECTING YOUR INTEREST. I will do anything that may now or later he necessary to perfect and preserve this Deed of Trust and I will pay all recording fees and other fees and costs involved.
- 6. DEFAULT: It will be a default and the state of the second and the second sec
- 6.1 If you do not receive any payment on the debt secured by this Dead of Trust when it is due:
- 6.2 If I commit fraud or make any material misrepreserb.2 if I commit italia or make any material misrepresentation 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 credit
- 6.3 If any action or inaction by me adversely affects your security for the Note or Credit Agreement, including, but not limited to, the following:

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

  b. If I fail to maintain required insurance on the Property, or of the Property or otherwine destructively use or fail to maintain the Property;

  destructively use or fail to maintain the Property;

  define:

f. if do not keep the Property free of decis of trusts avertiens and liens other than this Deed of Trust and other Permitted Liens I have already told you about: g. If I become insolvent or bankrupt

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It inly person forecloses or declares a forfeiture on the Property under any land sale contract, or forecloses any Permitted Lien or other lien on the Property; or i. If I fail to keep any agreement or breach the warranties,

representations or covenants I am making to you in this Deed of Trust about hezardous 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 foreclosure, or before a sale of the Property by advertisement and sale, you may sue for and recover from Borrower all amounts remaining under the Credit Agreement under the Note, and under this Deed of Trust.
- 7.3 You may foreclose this Deed of Trust under applicable law either judicially by suit in equity or nonjudicially by advertisement and sale.
- 7.4 You may have any rents from the Property collected and pay the amount received, over and above costs of collection and other lawful expenses, on the debt secured by this Deed
- 7.5 I will be liable for all reasonable collection costs you incur, to the full extent allowed by law. It 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
- 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. HAZARDOUS 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 inquiry, no hazardous substance is stored, located, used or produced on any adjacent Property, nor has any hazardous substance been stored, located, used, produced, or released on the Property or any adjacent property prior to my ownership, possession or control of the Property.
- 8.2 I will not cause or permit any activity on the Property that directly or indirectly could result in the release of any hazardous substance onto or under the 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.
- 8.3 You and your representatives may enter the Property at any time for the purpose of conducting an environmental audit, committing only such injury to the Property as may be necessary to conduct the audit. You shall not be required to remedy any such injury or compensate me therefor. I shall cooperate in all respects in the performance of the audit. I shall pay the costs of the audit if either a default exists under this Deed of Trust at the time you arrange to have the audit performed or if the audit reveals a default pertaining to nezardous 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 directly or indirectly from or out of, or in any way connected with (i) the breacht of, any representation, warranty, covenant, or agreement concerning hazardous substances contained in this Directly from any other document executed by me 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
- 8.5 If you shall at any time, through the exercise of any of your remedies under this Deed of Trust, or by taking a deed in lieu of foreclosure, hold title to or own the Property in your own right, you may at your option, convey the Property to me. I covenant and agree that I shall accept delivery of any instrument of conveyance and resume ownership of the Property in the event you exercise your option 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. coopiants by mo of the instrument and the conveyance. extransions and renovate of the Note of Credit Agreemble or both an epidoside

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 loreclosure 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 foreclosure 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 Credit Agreement or both, as applicable, are completely paid off and the Credit Agreement, as applicable, is cancelled and forminated as to any future loans, I undentand that you will request Trustee to reconvey, without westanty, the Property to the person legally entitled thereto. I will pay Trustee a resonable fee for preparation and execution of the reconveyance instrument and I will record the reconveyance at my expense.

10. CI-ANGE 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" invean Grantor(s), and "you" and "your" mean Beneficiary/Lender.

Grantor  Gra		- 2 0	2 N			of Trust.	erms of this Dead	all the 1	graa to :	EGI
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Personally appeared the above named JOUCE K. & RICHARD R. FOCAND AND AND AND AND AND AND AND AND AND			ENT	L ACKNOWLEDG	VIDUAL A	PADI				
Personally appeared the above named JOYCE K. & Richard R. For and acknowledged the foregoing Deed of Trust to be		1-16-98	Date	nia (		);		1373		
REQUEST FOR RECONIETANCE  TO TRUSTEE:  The undersigned is the holder of the Note or Credit Agreement or both, as applicable, secured by this Deed of ontire obligation evidenced by the Note or Credit Agreement or both, as applicable, together with all other indesecured by this Deed of Trust, have been paid in full, You are hereby directed to cancel the Note or Credit Agreement or both, as applicable, together with all other indesecured by this Deed of Trust, have been paid in full, You are hereby directed to cancel the Note or Credit Agreement or both, as applicable, and this Deed of Trust, which are delivered herowith, and to reconvey, without warranty, all the now held by you under the Deed of Trust to the person or persons legislify entitled thereto.  Signature:  STATE OF OREGON: COUNTY OF KLAMATH: 88.  Filed for record at request of First American Title the 9th of February AD, 19 98 at 11:113 o'clock; A.M., and duty recorded in Vol. 198	Jle_	<u>d R. Fog</u>	Richaro	K. &		Francisco Commence	ed the above name	appear	ersonally	Per
TO TRUSTEE:  The undersigned is the holder of the Note or Credit Agreement or both, as applicable, secured by this Deed of I entire obligation evidenced by the Note or Credit Agreement or both, as applicable, together with all other indesecured by this Deed of Trust, have been paid in full, You are hereby directed to cancel the Note or Credit Agreement, as applicable, and this Deed of Trust, which are delivered herewith, and to reconvey, without warranty, all the now held by you under the Deed of Trust to the person or persons legisliky entitled thereto.  Cate:  Signature:  Signature:  Filed for record at request of First American Title the 9th AD 1998 at 11:18 o'clock. AM, and duly recorded in Vol. 1898.	 20c	Lilboedn Nov 11, 2	UUULLU V Public for Orester	- Mota		586 953535 95/L MAI (EDET) 20 (EDET) 10. (108770 ES NOV. 11, 200	CATACAL MICHELLE RCI NOTARY FURBLE COMMISSION N MYCOMALSSION EXPRE			
The undersigned is the holder of the Note or Credit Agreement or both, as applicable, secured by this Deed of I entire obligation evidenced by the Note or Credit Agreement or both, as applicable, together with all other indessecured by this Deed of Trust, have been paid in full, you are hereby directed to cancel the Note or Credit Agreement as applicable, and this Deed of Trust which are delivered herowith, and to reconvey, without warranty, all to now held by you under the Deed of Trust to the person or persons legality entitled thereto.  Date:  Signature:  Signature:  Filed for record at request of First American Title the 9th AD 19 98 at 11:13 o'clock AM, and duly recorded in Vol. 1898			NCE	FOR HECONIJEY/	West FC	REC				
STATE OF OREGON: COUNTY OF KLAMATH: 88.  Filed for record at request of First American Title the 9th of February A.D. 19 98 at 11:18 o'clock A.M., and duly recorded in Vol. 188	ement or	ither With all other indepti the Note or Credit Agreen	s applicable, togeth rected to cancel the , and to reconvey,	sement or both, You are hereby o delivered herowit	it Agmer n fûll, Yo h are del	lote or Cred been paid i Trust whic	svidenced by the N leed of Trust, have le. and this Deed of	rsigned igation y this Cl colicab	he under ntire obli scured b	The ent
Filed for record at request of First American Title the 9th of February A.D. 1998 at 11:18 o'clock A.M., and duly recorded in Vol. 1898				Signatur					ale:	Dai
Ac Pehruary A.D. 19 98 at 17118 o'clock and day recorded in vol.	day	Q+1					분석 사람들은 이 교고 그리는 밝는 [2/4]		第二人员 医二角层	45
		recorded in Vol. 198	A.M., and duly re	TR O.CIOCK	TITIS	98 at _	A.D., 19 5	cord at i		File
of Nortigages on Page 4097   Bernetha G. Letsch, County Clerk   By Kelling Real		7. Letsch, County Clerk	on rage <u>4097</u> Bernetha G. Setalura			origages.	of N	0,00	ee \$2(	FEF