PROPERTY AND ACTUAL CE. The following provisions relating to neuring the Property are a part of this Deed of Trust.

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WHEN RECORDED MAIL TO:

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SEND, LAX MOLICES LOSII with Londer cash or a sufficient corpor pay, so long as Lender's inlenest to the Proporty is not jacpardized.

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AXES AND LIENS. The following provisions inlating to the taxes and ile as the case may be, of Granice. However, this option shall not be exerci-Unitides any change in ewhorship of more than twenty-live percent (25%

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THIS DEED OF TRUST IS DATED DECEMBER 31, 1997, among Badorek Enterprises, whose address is 4238 Phys. Aver Klamath Falls; OR: 97603; a partnership consisting of Walter C Badorek and Sharon Badorek (referred to below as "Grantor");:: South Valley Bank, & Trust, whose address is P O Box 5210, Klamath Falls, OR 97601° (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and William P. Brandsness, whose address is 411 Pine Street, Klamath Falls, OR 97601 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title," and interest in and to the following described real property, logether with all existing or subsequently erected or affixed buildings, improvements and following all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, troyalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Klamath County, State of Oregon (the "Real Property"):

Leader's Pigal to Enter. Langer and its aponls and ingressorializes may only upon the Real ence Lots 8, 9, 10 and 11, Block 4, SIXTH STREET ADDITION TO THE CITY OF KLAMATH FALLS, in the Removal of Improvenents. Cranfor shall not demotish or ramova any terprovenently from the Real Property or the series and see LongConny, of Klamany. State of Gredon analysis, tender may require transfer to make analysis of meleticist, the for

The Real Property or its address is commonly known as Washburn Way, Klamath Falls, OR 97601.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the Rents and the Personal Property, defined below, weither his toractorine or chipsusing

DEFINITIONS, The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of

Beneficiary. The word Beneficiary, means South Valley Bank & Trust, its successors and assigns. South Valley Bank & Trust also is referred to as Tender in this Deed of Trust, now no processors are processors and assigns. South Valley Bank & Trust also is referred to as Tender in this Deed of Trust, now no processors are processors and assigns. South Valley Bank & Trust also is referred to as Tender in this Deed of Trust, now no processors are processors and assigns.

Borrowers The word Borrowers means each and every person or entity signing the Note, including without limitation Water C Badorek and Sharon D Badorek output on to the borson. The representations and waterings continued better the process of the person o

Deed of Trust. The words Deed of Trust, mean, this Deed of Trust, among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Grenter. The word "Granter" means any and all persons and entities executing this Deed of Trust, including without limitation Badorek Enterprises. Any Granter who signs this Deed of Trust, but does not sign the Note; is signing this Deed of Trust only to grant and convey that Granter's interest in the Heal Property and to grant a security interest in Granter's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law; 393 [13]

Guarantor. The word "Guarantor, means and includes without limitation any and all guarantors, sureties, and accommodation parties in connection with the judeplequess. (b) Grantor has no knowledge of, or reason to believe that there has been

Improvements. The word "improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes afficied on the Real Property, tacilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor under this Deed of Trust. logether with interest on such amounts as provided in this Deed of Trust or four vaccountry and Barringon

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

Note. The word "Note" means the Note dated December 31, 1997, in the principal amount of \$781,403.00 from Borrower to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. The maturity date of the Note is November 1, 1998. The rate of interest on the Note is subject to indexing, adjustment, renewal, or renegotiation.

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

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Conveyance and Grant" section.

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

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

Trustee. The word Trustee means William P. Brandsness and any substitute or successor trustees.

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

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default undersity agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Cour No. \$2003223 YEATIONS AUD WARHANTIES. Granter (Courume) (a) this bend of Trist is executed at Borrower's request and rest in 1872-1884. Dead of Trust do not conflict with property. The Salar Balas Dead of Trust do not conflict with property in 1872-1884. Dead of Trust do not conflict with property in 1872-1884. Dead of Trust do not conflict with property in 1872-1884. Dead of Trust do not conflict with property in 1872-1884. Dead of Trust do not conflict with property in 1872-1884. Dead of Trust do not conflict with property in 1872-1884. Dead of Trust do not conflict with property in 1872-1884. Dead of Trust do not conflict with property in 1872-1884. Dead of Trust is executed in 1872-1884.

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PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents: vow, or percenter ording, executed in connection with the indebtedness

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grunlor and Borrower agree that Granto's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property. (b) use, operate or manage the Property, and (c) collect any Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. This instrument in violation of APPLICABLE LAND. USE LAWS AND REQUIATIONS: BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Duty to Meintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance essary to preserve its value.

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

Hezardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Deed of Trust, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hezardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Desource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms and asbestod. "Grantor represents and warrants to Lender that" (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing. (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened Rigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing. (i) neither Grantor nor any tenant, or relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing. (i) neither Grantor nor any tenant, or invalidation or other authorized user of the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without immation those laws, regulations, and ordinances described abov conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws; regulations, and cridinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Dead of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender, for Indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnity and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnity, shall survive the payment of any interest in the Property, whether by foreclosure or otherwise.

Mutaerret Wester***

Nulsance; Waste: Grantor shall not cause, conduct of permit any inulsance nor commit permit) or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the tight to remove, any timber, minerals (including oil and gas), soil, grayed or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Lender? As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace anch improvements with improvements of all least equal value. REET ADDITION TO THE CITY OF ALL WANTED MIT.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, continuously appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeoperdized. Lender may require Grantor to post adequate security or a surely bond, reasonably assistances, to protect Lender's interest. 2(186) K(90000) Disabilities of 180000.

OU Duty to Protect! Grantor agrees Welther to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts (10) set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option; declare immediately due; and payable all sums secured by this Deed of Trust upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property Interest....If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests. as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Deed of Trust.

Psyment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to regit to Contest. Grantor may withhold payment of any tex, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is field as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is field, within fifteen (15) days after the notice of the fitting, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the WHE WAS TO SUBD MINE TO:

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$1,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Granter can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of trautrance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general

Tocovit such such as the court arey adjudge reasonable as alterents, less at the leaf on any appeal. Whether or and 2340 to be uncored.

12-31#4997, Foor, Expenses. If Lender institutes any st DEED OF ITRUST of the ferms of this food of that 2340 to be uncored. Fosti Wo 830032071 shalf not allest Lender's fight to declare is (Countrined) learned any of its remonities

Issuance in such coverage amounts as Lander may request with trisipe and tender being named as additional insurance in such ability insurance in such coverage amounts as Lander may request with trisipe and tender being named as additional insurance in such ability fractionates. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and botter and saued by a company or companies reasonably acceptable to Lender; Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form salesterory to Lender; Including stiputations that coverages will not be cancelled or deminished without at least ten (10) days' prior written notice; to Lender, Each insurance policy also shall include an endorsement providing that coverage in time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood insurance for the first unpaid principal balance of the fean, up to the maximum policy limits set under the National Flood insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender, and to maintain such insurance for the estimated cost of replacement exceeds \$500.00. Lender may make proof of loss it Grantor falls to do so within filleen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, receive and retain the proceeds of any insurance and apply the proceeds to the

replacement exceeds \$500.00. Lender may make proof of loss if Granfor falls to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Granfor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender, shall, upon satisfactory proof of such expenditure, pay or reimburse Granfor from the proceeds for the reasonable cost of repair or restoration if Granfor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this hand to may accrued intended intended and the remainder of the indebtedness. If Lender Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness. We have

Deed of Trust at any trustee's sale or other sale held under the provisions of the Deed of Trust at any trustee's sale or other sale held under the provisions of the Deed of Trust or at any foreclosure sale of such Property.

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

EXPENDITURIES BY LENDER. If Grantor falls to comply with any provision of this Deed of Trust, or if any action or proceeding is commenced that would materially affect Lender's Interests in the Property. Lender on Grantor's behalf may, but shall not be required to, take any action that Lender seprends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand. (b) be added to the balance of insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender. Accepted by accepted by the property of the connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance. With, Laws, a Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities as a process attracting applicable laws,

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust.

Application of Net Proceeds. It all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require triat all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' sees incurred by Trustee or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such Proceedings: If any proceeding in concerning on its med, Grantor shall promptly nount Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without smitation all laxes; lees, documentary stamps, and other charges for recording or registering this Deed of Trust.

all taxes, sees, documentary stamps, and other charges for recording or registering this beed of trust.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (b) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same Subsequent Taxes. If any lex to which this section applies is enacted subsequent to the date of this boad of thus, his event shall have the same effect as an Event of Default (as defined,below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below; the tax before it becomes definquent, or : (b) confasts the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

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

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes follows or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property of Trust as a financing statement, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall reimburse the man and at a place reasonably convenient to Grantor and Lender and make it

Addresses. The making addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Lingthanney-lan-Fant. It Crair on tally to do any of the though rathered to in this processing this

Further Assurances. At any time; and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered; to Lender or to Lenders designee, and when requested by Lender, cause to be filed, recorded, refised, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other decuments as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve:

(a) the obligations of Grantor and Borrower under the Note, this Deed of Trust, and the Related Documents, and; (b) the lens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. recently injectable classica by the Dead of Trust as an end prior lends on the Tropher and recent annuments of the restrict and all restricts and the second of the second

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DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default (Event of Default) under this Deed of Trust.

Defeut on Indebtedness. Fallure of Borrower to make any payment when due on the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any ssary to prevent filing of or to effect discharge of any ten.

Other payment necessary to prevent name or to enect usering to any search of the second of the second agreement, purchase or Default in Favor of Third Parties. Should be rower or any Grantor default under any loan, extension of credit, security agreement, purchase or person that may materially affect any of Borrower's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Deed of Trust or any of the Related

Compliance Detault. Failure of Grantor or Borrower to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents of peuges total express subjecting

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor or Borrower under this Deed of Trust, the Note or the Related Documents is false or mislaading in any material respect, either now or at the time made or furnished.

Detective Collegeralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collegeral documents to create a valid and periodical section) lateral documents to create a valid and periodical section interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor or Borrower or the dissolution or termination of Grantor or Borrower's existence as a going business, the insolvency of Grantor or Borrower, the appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding unider any bankruptcy or insolvency taws by or against Grantor or Borrower's existence as a going business, and the process of the commencement of any proceeding unider any bankruptcy or insolvency taws by or against Grantor or Borrower's existence as a going business, and the process of the commencement of the

or Borrower.

The process of the second control of the control of proceeding; provided that Grantor gives Lender, written, notice of such claim and furnishes reserves or a surely bond for the claim satisfactory to n the proceeding and to be impressuled in the proceeding by course of

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

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor des or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. Lender, at its option, may, but shall not be required to; permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory COMIN Lander, and, in doing so, cure the Event of Default government become united that a feet

Adverse. Change of the Indebtedness is impaired, that the Broborty and Grantorn use of the Broberty complete set at asserted at a payment or performance of the Indebtedness is impaired, that the Broborty and Grantorn use of the Broberty complete set at a section of payment or performance of the Indebtedness is impaired, that the Broberty and Grantorn use of the Broberty complete set at a section of payment or performance of the Indebtedness is impaired, that the Broberty and Grantorn use of the Broberty complete set at a section of the Indebtedness is impaired. Insecutity. Landerin good faith deems itself insecurements as render may request from true to time to be an entire testing on

Right to Cure. If such a failure is curable and if Grantor or Borrower has not been given a notice of a breach of the same provision of this Deed of Triest within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after Lender series written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days; mmediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Trustee or Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor or Borrower to declare the entire Indebtedness. Aveiling any prepayment penalty which Borrower would be required to pay.

Forectosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosed by judicial foreclosure, Lender will be entitled to a full department which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for the amount of the unpaid balance of the judgment.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code of the day exhaults to so doing will be at interest of the tale provided to in the

Collect Rents. Lander shall have the right, williour notice to Grantor or Borrower, to take possession of and manage the Property and collect the Collect Rents. Lender shall have the right, without notice to Granfor or Borrower, to take possession of and manage the Property and collect the Rents, including amounts past due and uniquid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Granfor irrevocably designates Lender as Granfor's attorney-in-fact to endorse instruments received in payment thereof in the name of Granfor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property to perale the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the included decisions. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall reds! whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disquality a person from serving as a receiver.

grance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon detault of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

Motice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property.) To the extent permitted by applicable law, Grantor and Borrower, hereby waive any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Waiver; Election of Remarkes. A waiver by any party of a breach of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the perfys rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy provided in this Deed of Trust, the Note, in any Related Document, or provided by law shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor or Borrower under this Deed of Trust after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and to exercise any of its remedies.

45" Attorneys" Fees; Expenses. If Lender institutes any sult or action to anforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved,

all reasonable expenses incurred by Lender which in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights stiat become a part of the indebtedness payable on demand and shall bear interest at the Note rale from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclostire reports), surveyors' reports, appraisal fees, title insurance, and fees for the Truslee, to the extent permitted by applicable law. Granter also will now any court costs in addition to all other sums produced by law. applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

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

POWERS AND OSLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust.

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Properly upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subcraination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Klamath County, Oregon. The instrument shall be contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Deed of Trust shall be in writing, may be sent by telefacsimile, and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. For notice purposes, Grantor agrees to keep Landar and Trustee informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the

Applicable Law. This Deed of Trust has been delivered to Lender and accepted by Lender in the State of Oregon. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Oregon.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

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

Multiple Parties. All obligations of Grantor and Borrower under this Deed of Trust shall be joint and several, and all references to Borrower shall mean each and every Borrower, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Deed of Trust.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be invalid or unenforceable as to any person or circumstances, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Deed of Trust in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lander, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Walvers and Consents. Lender shall not be deemed to have walved any rights under this Deed of Trust (or under the Related Documents) unless such walver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a walver of such right or any other right. A walver by any party of a provision of this Deed of Trust shall not constitute a walver of or prejudice the party's between Lender and Grantor or Borrower, shall constitute a walver of any of Lender's rights or any of Grantor or Borrower's obligations as to any not constitute continuing consent to subsequent instances where such consent is required. In this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

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PARTNERSHIP ACKNOWLEDGMENT

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NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Dead of Trust shall be be witning, may be sent by tendercimite, and shall be effective when actually delivered, or, when deposited with a nationally recognized country, or, it inclines soon near the beginning of this deposited in the timed States mat first class, carlifed or registered mini, uostage prepare, directed to the addresses shown near the beginning of this Dead of Trust. Any party may change its address for notices under this Dead of Trust. Any party may change its address for notices under this Dead of Trust by giving forms veitler nearest to the other parties, specified this Dead of Trust is the helpful of any first which has priority ever this the outputs of the notice is to change the native address. All coules of notice at foreclosure from the helpful of any first which has priority ever this

Successor Trustee. Lander at Lander's option, may from time to time appoint a sixcessor Tostae to any Trustee appointed basecodes by an instrument executed and acknowledged by Lender and recorded in the office of the prepriet of kinnath County. Chapter, the proof and page where contein, in addition to all other matters required by state law, the names of the original Lender. Trustee, and Chance, the proof and page where this Dead of Trust is recorded, and the range and address of the successor fusion, and the instrument shall be executed and distress on the conference of its successors in interest. The successor fusion, without conveyance of the Property, shall introduce the file, nower, and distress of the file of the Trustee in this section of conferred open the Trustee in this section of the provider and govern is the section of all places the substitution.

Trustee. Trustee shell meet all qualifications required for Trustes under approxible law. In addition to the rights and remedies sell have the right to friedess by notice and sale, and Lender and have the right to with respect to eit or any part of the Property, the Trustee shall have the right to friedess by notice and sale, and Lender and have the right to friedess by judicial foreclosure, in either case to accordance with and to the full extent provided by applicable law.

Obligations to Notify. Trustee shall not be obligated to notify any other party et a percing suse update provided character, or any added or proceeding in which Granus, Lender, or Trigles shall be a party, unless this added or proceeding in which Granus, Lender, or Trigles shall be a party, unless this added or proceeding in which Granus, Lender, or Trigles shall be a party, unless this added or proceeding in which Granus, Lender, or Trigles shall be a party, unless this added or proceeding in which Granus, Lender, or Trigles shall be a party, unless this added or proceeding in which Granus, Lender, or Trigles shall be a Powers of Trustes. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to rate that of the Tree Property appeal to the William and Carloss (a) you in property and sing a map or put of the Tree Property including the dedication of streets or other rights to the public. (b) John in granting any seadment encreating any restricted in the Real Property and (c) John in any subordination at agreement affecting this Duard of Trust or this interest of Lander under this trace of Trust.

POWERS AND OBLICATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of frustien are part of this Band of Trust. Flights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this escition.

all reasonable expenses incured by Londer which in Lander's opinion are decessary at any turn for the protection of its indeed of the discount and stall boar bitters; at the Noss rate from the date of enforcement and stall boar bitters; at the Noss rate from the date of expenditure until repails. Expenses covered by this passingly include, without limitation, towners proceeding their long closers to mostly or the lines is a lewsuit, including alternate, feet for backcuptery proceeding, controlling controlling any automate stall or injurition, uppets and any anticipated post-judgment coloring services, the cost of stallars are continued title reports (including torsolosure reports), suveyors reports, appraisal feet, life insurance, and less for its factors. In the estant permitted by applicable that. Granics also will pay any court costs, in addition to all other sums provided by law.

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