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Borrower(s): SHELLEE S ROACH	Address: 1722 Modoc St
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Trustee: U.S. Bank Trust Company, National Association of the control of the cont	
ा है। है	Portland, Oregon 97204  I irrevocably grant, bargain, sell and convey to Trustee, in trust,
with power of sale, the following property, Tax Account Number 1 and the sale of the sale	regon, more particularly described as follows:
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or as described on Exhibit A, which is attached heroto and by improvements and fixtures now or later located on the Proper hereby assign to Lender any existing and future leases and described below lagrage that I will be legally bound by all the	y this reference incorporated herein, and all buildings and other orty (all referred to in this Deed of Trust as "the Property"). I also defents from the Property as additional security for the debt terms stated in this Deed of Trust
2. DEBT SECURED. This Deed of Trust secures the following:	g ty in brown war yeare reddened to the term of the con-
a. The payment of the principal, interest, credit report f review), collection costs and any and all other amounts.	fees, late charges, attorneys' fees (including any on appeal or , owing under a note with an original principal amount of
it di Cantonnii est et escapius na appendine you spende Kevin P.Roachtand/Shellee S.Roachtanderesse	er in eret to treat drains and supplies of the control ("Borrower")
and payable to Lender, on which the last payment is du obligations, if any (collectively "Note"):	("Borrower")  Je October 15, 2015 as well as the following  "LINE OF CREDIT INSTRUMENT" do not apply to this Deed of
Truet if this paragraph 2 a is shooked unless paragraph 2 h	in also shooked
b. The payment of all amounts that are payable to Lender	at any time under a and any riders or amendments
thereto ("Credit Agreement"), signed by	and any riders or amendments
The second contract the second contract to the second contract to the second contract to the second contract to	( Dollower )
Credit Agreement is for a revolving line of credit under word (Credit Agreement) one or more loans from Lender on on advanced and outstanding at any one time pursuant to the C	which Borrower may obtain (in accordance with the terms of the ne or more occasions. The maximum principal amount to be redit Agreement is \$
Credit Agreement, during which advances can be obtained Borrower must repay all amounts owing to Lender under the	nd of ten years, which begins on the above-indicated date of the d by Borrower, followed by a repayment period during which terms of the Credit Agreement. The length of the repayment wed at the beginning of the repayment period, but it will end no
I his Deed of I rust secures the performance of the Credit Aguernation under the Credit Agreement, the payment of all interest, credit Agreement.	reement, the payment of all loans payable to Lender at any time edit report fees, late charges, membership fees, attorneys' fees ay and all other amounts that are payable to Lender at any time

52-E653C OR 6/97

this Deed of Trust.

COPY 1 and 2-Bank; COPY 3-Consumer

The interest rate, payment terms and balance 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 Credit Agreement or both, as applicable.

X c. This Deed of Trust also secures the payment of all other sums, with interest thereon, advanced under this Deed of Trust to protect the security of this Deed of Trust, and the performance of any covenants and agreements under this Deed of Trust. This Deed of Trust also secures the repayment of any future advances, with interest thereon, made to Borrower under

Page 1 of 3

# 3. INSURANCE, LIENS, AND UPKEEP.

3.1 It 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, Chim NS and extended coverage insurance, if any, as follows:

The policy amount will be enough to pay the entire amount 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)":

### GE CAPITOL

- 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

#### 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 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

I 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 coverage.

The coverage you purchase may be considerably more expensive than insurance I can obtain on my own and may 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. 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 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:
- 6.1 If you do not receive any payment on the debt secured by this Deed of Trust when it is due;
- 6.2 If I commit fraud 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
- 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; and the Property; c. If I commit waste on the Property or otherwise

- f. If I do not keep the Property free of deeds of trust, mortgages 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
- h. If any 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 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 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. 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
- 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. 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 directly or indirectly from or out of, or in any way connected with (i) the breach of any representation warranty covenant. 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.
- 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 cwn 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 c. If I commit waste on the Property or otherwise destructively use or fail to maintain the Property;
  d. If I die;
  e. If I fail to pay taxes or any debts that might become a lien on the Property;
  on the Property;

  Instrument or 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 on the Property;
  on the Property;

13774

- 8.6 All of my representations, warranties, covenants and agreements contained in this Deed of Trust regarding eny hazardous substance, including but not limited to my agreement to accept conveyance of the Property from you and to resume ownership, shall survive foreclosure 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 terminated as to any future loans, I understand that you will request Trustee to recenvey, without warranty, the Property to the person legaliy 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 movo. 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.

Grantor Kev in P Roach  Grantor Grantor  Grantor  Grantor  INDIVIDUAL ACKNOWLEDGMENT  STATE OF OREGON  ) ss.  County of Klavadu  ) Ss.  County of Klavadu  ) Personally appeared the above named Kevi N P Roach  And acknowledged the foregoing Doed of Trust to be voluntary act.  Before me:  OFFICIAL SEAL CANDRA MEDIAGRA  NOTARY PUBLIC OREGON  MY commission expires: 12 - 23 - 2000  REQUEST FOR RECONVEYANCE  TO TRUSTEE:  The undersigned is the holder of the Note or Credit Agreement or both, as applicable, secured by this Deed of Trust. Trentire obligation evidenced by the Note or Credit Agreement or both, as applicable, secured by this Deed of Trust. Trentire obligation evidenced by the Note or Credit Agreement or both, as applicable, together with all other indebtedness accord by this Deed of Trust, which are delivered herewith, and to reconvey, without warranty, all the estat now held by you under the Deed of Trust, which are delivered herewith, and to reconvey, without warranty, all the estat now held by you under the Deed of Trust to the person or persons legally entitled thereto.	l agree to all the terms of this Deed of T	rust.	11/2 -0 12 1-
Grantor Revin P Reach  Grantor Grantor  INDIVIDUAL ACKNOWLEDGMENT  STATE OF OREGON    Sale   Date	, AP 1		Maller (Konnh)
INDIVIDUAL ACKNOWLEDGMENT			Grantor Shellee S Roach
STATE OF OREGON    State of Oregon   State of Or			
INDIVIDUAL ACKNOWLEDGMENT  STATE OF OREGON  ) ss	Grantor		Grantor
INDIVIDUAL ACKNOWLEDGMENT  STATE OF OREGON  ) ss			
STATE OF OREGON    Search   Shall-2   Shall-2	Grantor		승규가 하는 일반, 네스 마상
STATE OF OREGON    Search   Shall-2   Shall-2			
STATE OF OREGON    Search   Shall-2   Shall-2			
STATE OF OREGON    Search   Shall-2   Shall-2		INDIVIDUAL ACE	KNOWLEDGMENT
County of State Date  Personally appeared the above named Levin P Roach State S Roach and acknowledged the foregoing Deed of Trust to be voluntary act.  Before me:  CFFICIAL SEAL CAMDIS MEDIGER Notary Public for Oregon My commission expires: (2 - 2) - 2 - 2000  REQUEST FOR RECONVEYANCE  TO TRUSTEE:  The undersigned is the holder of the Note or Credit Agreement or both, as applicable, secured by this Deed of Trust. The entire obligation evidenced by the Note or Credit Agreement or both, as applicable, together with all other indebtednessecured 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 herewith, and to reconvey, without warranty, all the estat now held by you under the Deed of Trust to the person or persons legally entitled thereto.			
Personally appeared the above named   Levi N P Roach   Shalles S Roach   and acknowledged the foregoing Deed of Trust to be   voluntary act.    Before me:	STATE OF OREGON	<b>,</b>	
Personally appeared the above named Review P Roach Shalles S Roach and acknowledged the foregoing Deed of Trust to be voluntary act.  Before me:  CARTICAL SEAL CANDIS MEDIGER NOTARY PUBLIC OREGON NOTARY PUBLIC OR OTARY PUBLIC OR O		) ss.	4-9-66
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REQUEST FOR RECONVEYANCE  To trustee:  The undersigned is the holder of the Note or Credit Agreement or both, as applicable, secured by this Deed of Trust. The nitre obligation evidenced by the Note or Credit Agreement or both, as applicable, together with all other indebtednes secured 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 herewith, and to reconvey, without warranty, all the estatement or both by you under the Deed of Trust to the person or persons legally entitled thereto.	Personally appeared the above named —	of Trust to be	
OFFICIAL SEAL CAMPIS MEDIAER NOTARY PUBLIC CREGON COMMISSION NO. 060381 NO. 060381 My commission expires: 12-20-2000 My commission expires: 12	and daminovious and the following Book o		voiditary dec
CARDES MEDISTER  NOTARY PUBLIC-OREGON COMMISSION NO. 060361 MY COMMISSION EXPIRES DEC. 22,2000  REQUEST FOR RECONVEYANCE  TO TRUSTEE:  The undersigned is the holder of the Note or Credit Agreement or both, as applicable, secured by this Deed of Trust. The entire obligation evidenced by the Note or Credit Agreement or both, as applicable, together with all other indebtednessecured 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 herewith, and to reconvey, without warranty, all the estate now held by you under the Deed of Trust to the person or persons legally entitled thereto.		अस्त्रक <i>त</i>	Before me:
REQUEST FOR RECONVEYANCE  To trustee:  The undersigned is the holder of the Note or Credit Agreement or both, as applicable, secured by this Deed of Trust. The entire obligation evidenced by the Note or Credit Agreement or both, as applicable, together with all other indebtednessecured 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 herewith, and to reconvey, without warranty, all the estate now held by you under the Deed of Trust to the person or persons legally entitled thereto.	OFFICIAL SEAL		euli meli
My commission expires: (2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-	WATER A NOTARY PUBLIC-OREGON		
To trustes:  The undersigned is the holder of the Note or Credit Agreement or both, as applicable, secured by this Deed of Trust. The entire obligation evidenced by the Note or Credit Agreement or both, as applicable, together with all other indebtednessecured by this Deed of Trust, have been paid in full. You are hereby directed to cancel the Note or Credit Agreement both, as applicable, and this Deed of Trust, which are delivered herewith, and to reconvey, without warranty, all the estatement held by you under the Deed of Trust to the person or persons legally entitled thereto.	MY COMMISSION EXPIRES DEC. 22,	, 2600 g	My commission expires: (2-25. 2000
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entire obligation evidenced by the Note or Credit Agreement or both, as applicable, together with all other indebtednessecured by this Deed of Trust, have been paid in full. You are hereby directed to cancel the Note or Credit Agreement both, as applicable, and this Deed of Trust, which are delivered herewith, and to reconvey, without warranty, all the estatement had by you under the Deed of Trust to the person or persons legally entitled thereto.	TO TRUSTEE:		
Date:Signatüre:	entire obligation evidenced by the Note secured by this Deed of Trust, have been both, as applicable, and this Deed of Trust.	or Credit Agreeme en paid in full. You a ust, which are delive	ent or both, as applicable, together with all other indebtedness are hereby directed to cancel the Note or Credit Agreement are herewith, and to reconvey, without warranty, all the estate
Date: Signature:			
	Date:		- Signature:



# Exhibit A to Deed of Trust/Line of Credit Mortgage

Lots 10 and 11, Block 61, BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

EXCEPTING THEREFROM that portion of Lots 10 and 11, Block 61, BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, more particularly described as follows:

Beginning at a point that is South 70.00 feet from the Northwest corner of Lot 10; thence continuing South to the Southwest corner of Lot 10, a distance of 36.92 feet; thence Southeasterly 128.83 feet to the Southeast corner of Lot 11; thence North along the East line of said Lot 11, a distance of 118.14 feet; thence West 100.00 feet to the point of beginning.

STATE OF OREGON: COL	JNTY OF KLAMATH: ss.	
Filed for record at request o	fFirst American Title	
April	A.D., 19 98 at 11:15 o'clock A.M., and duly recorded in Vol. M98	_ day
FEE \$25.00	By Action Gas	