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WHEN RECORDED, MAIL TO

KLAMATH PUBLIC EMPLOYEES
FEDERAL CREDIT UNION
0737 Shasta Way

3737 Shasta Way Klamath Falls, OR 97603 Phone: (503) 882-5525

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REVOLVING CREDIT DEED OF TRUST LINE OF CREDIT MORTGAGE

THIS DEED OF TRUST CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST. THE MAXIMUM AMOUNT TO BE ADVANCED PURSUANT TO THE CREDIT AGREEMENT IS \$ 24,000.00

TUIO NEEN AE T	rRUST is made this <u>20th</u> de	
inis Deed Or i nong the Trustor. Donna	a D. Jackson and Sandra L.	Simmons
ik Tota ana Makika ka	te turitize en 1925 en 1986 he	(herein "Borrower"),
77.3	n Title and Escrow, Inc.	(herein "Trustee")
d the Beneficiary, <u>KLama</u>	ath Public Employees Feder	al Credit Union
orporation organized and	Shasta Way, Klamath Falls	and the United States of America
ose address is3/3/	Shasta way, Klandtu Falls	(herein "Lender")
Programme and the second state of the	not the exponent exponent beday a residu	The state of the s
IN CONSIDERATION C	of the Indebtedness herein recited and	I the trust herein created:
Plan Credit Agree all modifications, advances to Borro repaid, and rema Trust. The total ou thereon at a rate v to time under the	fall indebtedness due and to become due ment and Truth-in-Lending Disclosures amendments, extensions and renewal over under the terms of the Credit Agree due from time to time. Borrower and Lenustanding principal balance owing at any which may vary from time to time, and a perfectly for the contract of the contract o	we under the terms and conditions of the LOANLINER® Home Equity made by Borrower and dated the same day as this Deed of Trust, and is thereof (herein "Credit Agreement"). Lender has agreed to make ment, which advances will be of a revolving nature and may be made noter contemplate a series of advances to be secured by this Deed of yone time under the Credit Agreement (not including finance charges any other charges and collection costs which may be owing from time Twenty-four Thousand Maximum Principal Balance and referred to in the Credit Agreement
as the Credit Limit years from the da (2) The payment of a charges thereon	it. The entire indebtedness under the Cre late of this Deed of Trust. all other sums advanced in accordance at a rate which may vary as describe e of the covenants and agreements of bly grants and conveys to Trustee, in t	edit Agreement, if not sooner paid, is due and payable 20 e herewith to protect the security of this Deed of Trust, with finance of in the Credit Agreement.
County of	The end of the second of the Complete State of the State	namusernam, absendante nam beginn Gurban debor kulavetti. 12,
ine i litto en la region di la Reconse della completa di la la	i del en Pornen til relle dudo ba n prema. Porte e alle del portega e prema en colo	Till hit tatte per vinger and per til sen er er til helden. Er hell hall hell hell hell hell hell hell
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ich has the address of it	7438 Hilvard Avenue	na nagaliwa ika ina mbaka kacama ka ina kama nagali si kelikuan na maji si ina naga sa mbaka na mbaka na mbaka
ich has the address of it	7438 Hilyard Avenue	(Streeg , Oregon, 97603 (herein "Property Address

together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property"

This Property is part of a condominium project known as
This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.
This Property includes Borrower's unit and all borrower's rights in the Common Straight In
This Property is an a Figure Community Property
Borrower covenants that Borrower is lawfully selsed of the estate hereby conveyed and has the right to grant and convey the Property,
enerally the title to the Property against an claims and demands, subject to shown
Borrower and Lender covenant and agree as follows: Borrower and Lender covenant and agree as follows: 1. Payment of Principal, Finance Charges and Other Charges. Borrower shall promptly pay when due all amounts borrowed 1. Payment of Principal, Finance Charges and Other Charges and collection costs as provided in the Credit Agreement.
Payment of Principal, Finance Charges and Other Charges. Borrower is a provided in the Credit Agreement. Index the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement. Index the Credit Agreement, all finance charges and applicable law Legicy at Lender's policy may require Borrower to pay to Lender.
nder the Crodit Agreement, all finance charges and applicable other charges and checked of the charges and charges
2. Funds for Taxes and Insurance. Subject to applicable law, Lerder, at Lerious sophics, they require the Credit Agreement, until all sums secured by this in the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this in the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this in the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this
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and planned unit development assessments, it any) which may attend on the control of the control of the land of the control of
any, plus one-twelfth of yearly premium installments for mazera thereof. Regarders that not be obligated to make such payments
by Lender on the basis of assessments and bills and reasonable estimates thereof. Bottower shannor to design deed of trust if such holder of a prior mortgage or deed of trust if such holder of the bottom to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder of the bottom to the
of Funds to Lender to the extent that borrower makes such paymond to the
s an institutional Lender. If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured in Borrower pays Funds to Lender, the Funds shall be held in an institution). Lender shall apply the Funds to pay said
If Borrower pays Funds to Lender, the Funds shall be field in an institution the deposits of adolesting the Funds to pay said or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said or guaranteed by a Federal or state agency (including Lender may not charge for so holding and applying the Funds, analyzing
or guaranteed by a Federal or state agency (including Lender it Lender is such an institution). Exhibit countries and ground rents. Lender may not charge for so holding and applying the Funds, analyzing taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing taxes, assessments, insurance premiums and applicable taxes.
said account or verifying and compiling said assessments and this, unless control of the of execution of this Deed of Trust
law parmits Lender to make such a charge. Buttower and Lender has a second to made or applicable law requires such interest to
that interest on the Funds shall be paid to Borrower, and unless south as on the Funds I ander shall give to Borrower, without charge,
an annual accounting of the Funds showing creats that down an annual accounting of the Funds are pledged as additional security for the sums secured by this Deed of Trust. The Funds are pledged as additional security for the sums secured by this Deed of Trust.
The Funds are pledged as additional security for the sums secured by this been of thus. If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due. If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due.
dates of taxes, assessments, insurance premiums and ground rems, shall be at Regging's action, either promotive repaid to Borrower
insurance premiums and ground rents as they rail due, such species and should by ander shall not be sufficient to pay taxes,
insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, each prompty for credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, or credited to Borrower shall pay to Lender any amount necessary to make up assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up
assessments, insurance premiums and ground terms as drey rail due, but one
the deficiency in one or more payments as Lender may require. Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held Upon payment in full of all sums secured by this Deed of Trust, Lender shall apply, no
Upon payment in full of all sums secured by this Deed of Trust, Lender shall properly is otherwise acquired by Lender, Lender shall apply, no by Lender. If under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no by Lender. By Funds held by Lender at the time of application
Leter then immediately prior to the sale of the Property of its acquisition by Control with the sale of the Sale of the Property of its acquisition by Control with the sale of the Sale of the Property of its acquisition by Control with the Sale of the Sale o
as a credit against the sums secured by this beed of trust.
3. Application of Payments. Unless applicable law provides outlined to a mounte payable to Lender by Borrower under
Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts of amount
paragraph 2 hereof, second, (in the order Lender Chooses) to the principal balance under the Credit Agreement. to the principal balance under the Credit Agreement.
to the principal balance under the Credit Agreement. 4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any dependence of the principal balance under the Credit Agreement. 4. Prior Mortgages and Deeds of Trust; Including Borrower's covenants
4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower his Deed of Trust, including Borrower's covenants mongage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants mongage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants mongage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants.
to make payments when due. Except to the extent that any such charge floor and impositions attributable to the Property which
Borrower shall pay or cause to be paid all taxes, assessing an arrange of ground rents. If any Within five days after any demand by Lender,
may attain a priority over this Deed of Trust, and leasenous payments of grounds this payments have been paid when due.
Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been partially another than paragraph have been p
5. Hazard Insurance. Borrower shall keep the improvements how existing of the later
loss by fire, hazards included within the term "extended coverage," noods, and start thin interest in the policy shall provide insurance amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance amounts and for such periods as Lender may require.
amounts and for such periods as Lender may require. Unless Lender in Whiting required with any coinsurance percentage stipulated in the on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the
hazard insurance policy, and the amount of coverage shall be no less than the meaning the
I lien which has priority over this Deed of Trust.
The insurance carrier providing the insurance state and renewals thereof shall be in a form acceptable to Lender
such approval shall not be unreasonably withheld. All insurance policies and renewas the rest shall have the right to hold the and shall include a standard mortgage clause in favor of and in a form acceptable to Lender, Lender shall have the right to hold the and shall include a standard mortgage clause in favor mortgage, deed of trust or other security agreement with a lien which has priority
and shall include a standard mortgage clause in favor of and in a form acceptable to be little and shall include a standard mortgage clause in favor of and in a form acceptable to be little and shall include a standard mortgage clause in favor of and in a form acceptable to be little and shall include a standard mortgage clause in favor of and in a form acceptable to be little and shall include a standard mortgage clause in favor of and in a form acceptable to be little and shall include a standard mortgage clause in favor of and in a form acceptable to be little and shall include a standard mortgage clause in favor of and in a form acceptable to be little and shall include a standard mortgage clause in favor of and in a form acceptable to be little and shall include a standard mortgage clause in favor of and in a form acceptable to be little and shall include a standard mortgage clause in favor of and in a form acceptable to be little and shall include a standard mortgage clause in favor of and in a form acceptable to be little and acceptable to be little acceptable to be little and acceptable to be little acceptable to be little acceptable to be little and acceptable to be little acceptable to
over this Deed of Trust.
In the event of loss, Borrower shall give prompt notice to the installed carried and shall be paid to Lender to the extent of
if not made promptly by Borrower. All insurance proceeds are never advantaged and of trust or security agreement with a lien which has
all sums secured by this Deed of Trust, subject to the terms of any mortgage, deed of trust of security agreement and borrower otherwise agree in writing, insurance proceeds shall be applied to restore priority over this Deed of Trust. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore
priority over this Deed of Trust. Unless Left default bollows shows a support of the Property, if it is economically feasible to do so. Or repair the Property, if it is economically feasible to do so.
or repair the Property, if it is economically feasible to do so. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is
If the Property is abandoned by Borrower, or it borrower tails to respond to be benefits, Lender is authorized to collect mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect
mailed by Lender to Borrower that the insurance carrier offers to settle a chain for insurance between the sums secured by this Deec and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deec and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deec
of Trust.
6. Preservation and Maintenance of Property; Leasenoise; Contouring the Property and shall comply with
keep the Property in good repair and shall not commit waste or permit impairment of sold of Trust is on a unit in a condominium or a planned unit
the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Provision or covenants creating or governing the development, Borrower shall perform all of Borrower's obligations of the condominium or planned unit development, and the
development, Borrower shall perform all of Borrower's obligations under the declaration of obligations under the declaration of planned unit development, and the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the
condeminium or planned unit development, the system and surface and surfacements contained in this Deed of Trust
constituent documents. 7. Protection of Lender's Security. If Borrower falls to perform the covenants and agreements contained in this Deed of Trust. 7. Protection of Lender's Security. If Borrower falls to perform the covenants and agreements contained in this Deed of Trust. 7. Protection of Lender's Security. If Borrower falls to perform the covenants and agreements contained in this Deed of Trust.
or if any action or proceeding is commenced which materially affects cannot be adding reasonable attorneys' fees, and take such actio
upon notice to Borrower, may make such appearances, displayed and sold surgery to this paragraph 7, with finance charges thereor
as is necessary to protect Lender's interest. Any amounts dispulsed by both address of Borrower secured by this Deed of Trust. Unles
at the rate provided in the Credit Agreement, shall become administrative and the except a police from Lender to Borrower requesting
Borrower and Lender agree to other terms of payment, such amounts shall be payable upon honce in the barrower and Lender agree to other terms of payment, such amounts shall require Lender to incur any expense or take any action hereunder. An payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. An payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. An payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. An payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. An payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.
payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expension of any covenant or agreement action taken by Lender under this paragraph shall not cure any breach Sorrower may have committed of any covenant or agreement action taken by Lender under this paragraph shall not cure any breach soll of the rights and remedies of any prior lienor, to the extension
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under this Deed of Trust. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lianor, to the extent

by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

e of any such right or remedy. Advised these notions as a sew most regard, year rations I well as better notice will entire contained Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall blind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Credit Agreement, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable under the Credit Agreement or under this in the Property to Trustee under the terms of this beed of Trust, (b) is not personary haze under the Ground Agreement of under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forboar, or make any other

accommodations or amendments with regard to the terms of this Deed of Trust or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property. for in this Deed of Trust shall be given by delivering it or by making such notice by contined mail addressed to borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given

in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Credit Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Prior Mortgage or Deed of Trust; Modification; Future Advance. Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Deed of Trust by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

15. Borrower's Copy. Borrower shall be furnished a copy of the Credit Agreement and a conformed copy of this Deed of Trust

at the time of execution or after recordation hereof.

16. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender, Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

17. Waiver of Homestead Exemption. To the extant permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Deed of Trust.

exemption as to all sums secured by this Deed of Trust.

18. Walver of Statutes of Limitation. Borrower hereby waives, to the full extent permitted by law, statutes of limitation as a defense to any demand or obligation secured by this Deed of Trust.

19. 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.

20. Notice of Transfer of the Property; Advances after Transfer. Borrower shall give notice to Lender, as provided in paragraph 20. Notice of Transfer of the Property; Advances after Transfer. Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Deed of Trust unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances

under the Credit Agreement.

21. Transfer of the Property. Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers

all or part of the Property or any rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph
12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums
declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand

on Borrower, invoke any remedies permitted by paragraph 22 hereof.

22. Default; Termination and Acceleration; Remedies. Each of the following events shall constitute an event of default event of default") under this Deed of Trust: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Deed of Trust or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Deed of Trust. If an event of default occurs, then prior to exercising any right or remedy provided for in this Deed of Trust and prior to acceleration, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the event of default; (2) the action required to cure such event of default; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such event of default must be cured; and (4) that fallure to cure such event of default on or before the date specified In the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of an event of default or any other defense of Borrower to acceleration and sale. If the event of default is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided

In this paragraph 22, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of the sele in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's dead conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facia evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured

the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

23. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's default, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before the sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust iff: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Credit Agreement had no acceleration occurred; (b) Borrower cures all events of default; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 22 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

Recenveyance. This Deed of Trust secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Credit Agreement. When Borrower (1) has paid all sums secured by the Deed of Trust and (2) has requested that the revolving line of credit be canceled, Lender shall request Trustee to reconvey the Property and shall surrender this

Deed of Trust and the Credit Agreement. Trustee shall reconvey the Property without warranty to the person or persons legally entitled Deed of Frank and Orbott Agreement. House Bright reconvey the Froperty mandot was and require, Borrower to pay costs thereto. To the extent permitted by law, Lender may charge Borrower a fee for such reconveyance and require, Borrower to pay costs the extent permitted by law, Lender may charge Borrower a fee for such reconveyance and require, Borrower to pay costs

thereto. To the extent permitted by law, Lender may charge Burrower a fee for such reconveyance and require, Borrower to pay costs of recordation, if any resemble accordance with applicable law, Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee shall succeed to all successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

26. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes.

27. Attorneys' Fees. As used in this Deed of Trust and in the Credit Agreement, "attorneys' fees," shall include attorneys' fees, if any, which shall be awarded by an appellate court.

if any, which shall be awarded by an appellate court. REQUEST FOR NOTICE OF DEFAULT

AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust. ार्च स्टब्स्ट कार्च करा । जन्म DONNA D. JACKSON SANDRA L. SIMMONS County ss: Klamath STATE OF OREGON, ... _ and acknowledged On this 20th day of May voluntary act and deed. the foregoing instrument to be Beiere mg: OFFICIAL SEAL JOAN A. DAY NOTARY PUBLIC - OREGON (Official Seal) MISSION HO. 053045 rendier MY COMMISSION EXPIRES JUNE 07, 2000 DiO HOWEN THE

REQUEST FOR RECONVEYANCE OF SHARE

The undersigned is the holder of the Credit Agreement secured by this Deec of Trust. Said Credit Agreement, together with all other indebtedness secured by this Deed of Trust, has been paid in full. You are hereby directed to cancel said Credit Agreement and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust, to the person or persons legally entitled thereto. Trust to the person or persons legally entitled thereto.

The desired the person of persons legally entitled thereto. gebrofilms these sosign districtions as no note to escale 13. History and consider on no and odd hod several years gebrofilms these sosign districtions as no note to escale 13. History and these sosial section to notice and no escale No. 5 on 5 of the following secretarial others to the training these sections are noted to define and no

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Escare en antire. This Pried of Fruit secures a revolving line of predicand advanced to type made a co

EXHIBIT "A"

Lots 28 and 29, HIGHLAND PARK, in the County of Klamath, State of Oregon. SAVING AND EXCEPTING the following: The South 50 feet of Lots 28 and 29.

AND ALSO SAVE AND EXCEPT:

Beginning at the Northwest corner of Lot 29; thence South a distance of 100 feet along the West boundary of Lot 29 to the true point of beginning; thence South along said West boundary of Lot 29 a distance of 50 feet; thence Easterly a distance of 80 feet to the West boundary of Lot 28 and continuing Easterly a distance of 80 feet across said Lot 28 to the East boundary of Lot 28; thence North 50 feet along said East boundary of Lot 28; thence West 80 feet across said Lot 28 to the West boundary of Lot 26, and continuing West a distance of 80 feet across Lot 29 to the true point of beginning.

CODE 43 MAP 3909-12AA TL 100

STATE OF OREGON	COUNTY OF KLA	MATH . cc
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Filed for re	cord at request May	A.D., 19 98 at 11:36 o'clock A. M. and delto the 26th day
FEE	\$30.00	of Mortgages on Page 17600 Bernetha G. Letsch, County Clerk By Athlum Kass