U.S. Brink Retail Finance Center P.O. Box 3176 Portland, Oregon 97208-3176 (LINE OF CREDIT INSTRUMENT) DEED OF TRUE Schungeren of Deurstie Vistoria (Vistoria Agrandizia) (Vistoria Ag an interesting the court appears of the course of the cour DEED OF TRUST (Space above this line for Recorder's use) OO; - 8289 225 - 7001 Date: May 22, 1998 make the stable of the stable of the stable of the Le bren wellbeitel blieb L KEITH A BOMHARD AND Advess: 40211 Highway 62 Chiloguin OR 97624 Grantor(s): CHERL R KILLIAM-BOMHARD KEITH A BOMHARD AND Address: 40211 Highway 62 Borrower(s): CHER! R KILLAM-BOMHARD Chilaquin OR 97524 Address: F.O. Box 3176, Portland, OR. 97208-3176 Benniliciary/("Lender"): U.S. Baink Address: 111 S.W. Fifth Avenue Trustee: U.S. Bank Trust Company, National Association Portland, Oragon 97204 William Poor Buck Stones water and the state way that 1. CIRANT OF DEED OF THUST. By signing below as Grantor, I irrevocably grant, bargain, sell and convey to Trustee, in trust, with power of sale, the following property. Tax Account Number 8771568 and Jocated in County, State of Cregot, more particularly described as follows: County, State of Oregon, more particularly described as follows: SEE EXHIBIT "All collisions and the state of the state o or as described on Exhibit A, which is attached hereto and by this reference incorporated herein, and all buildings and other on as described on Lamburg without is accurate property and on the Property (all referred to in this Deed of Trust as "the Property"). I also hereby assign to Lerider any existing and future lesses and rents from the Property as additional security for the debt described below. I agree that I will be legally bound by all the terms stated in this Deed of Trust. 2. DEBT SECURED. This Deed of Trust secures the following: [X] a. The payment of the principal, interest, credit report fees, late charges, attorneys fees (including any on appeal or review), collection dosts and any and all other amounts, owing under a note with an original principal amount of collection costs and any and all other amounts, awarg under a grant of the collection costs and any and all other amounts, awarg under a grant of the collection of the collec ("Borrower") Keith A Bombard and Cheri R Killein-Bombard and payable to Larider, on which the last payment is due June 1, 1908, as well as the following and any extensions and renewals of any length. The words "LINE OF CREDIT INSTRUMENT" do not apply to this Deed of Trust if this paragraph 2.s. is checked, unless paragraph 2.b. is also checked. dated and time under a sand any riders or amendments [] b. The payment of all amounts that are payable to Lender at any time under a thereto ("Credit Agreement"), signed by The Credit Agreement is for a revolving line of credit under which Borrower may obtain (in accordance with the terms of the Credit Agreement) one or more loans from Lender on one or more occasions. The maximum principal amount to be advanced and outstanding at any one time pursuant to the Credit Agreement is \$ The term of the Credit Agreement consists of an initial period of ten years, which begins on the above indicated date of the Credit Agreement, during which advances can be obtained by Borrower, followed by a repayment period during which Borrower must repay iill amounts owing to Lender under the terms of the Credit Agreement. The length of the repayment poriod and the maturity date will depend on the amounts gived at the beginning of the repayment period, but it will end no This Deed of Trust secures the performance of the Credit Agreement, the payment of all loans payable to Lender at any time later than the maturity date of under the Credit Agreement, the payment of all interest, credit report fees, late charges, membership fees, attorneys fees (including any on appeal or review), collection costs and any and all other amounts that are payable to Lender at any time under the Credit Agreement, and any extensions and renewals of any length. (a) 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 The interest rate, payment terms and balance due under the Note or Credit Agreement or both, as applicable, may be

extensions and renewals of the Note or Credit Agreement criboth, as applicable.

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3 INSUPANCE, LIEWS, AND UPKEEP.

3.1 I will keep the Property insured by companies exceptable to you with fire and theft insurance, flood insurance if the Property is located in any area which is, or hureafter will be designified as a special flood hazard area, and extended coverage insurance, if any, as follows:

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

WATTONS BANK

- 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, martgages and liens, other than yours and the Permitted Liens just described.
- 3.3 I will also keep the Property in good condition and repair and will prevent the removal of any of the improvements.
- 3.4 If I do not do any of these things, you may do them and add the cost to the Note or Credit Agreement as applicable. I will pay the cost of your doing these whenever you ask, with interest at the fixed or floating rate charged under the Note or Credit Agreement, whichever is higher. Even if you do these things, my failure to do them will be a default under Section 6, and you may still use other rights you have for the default.

WARNING

Unless I provide you with evidence of the insurance coverage as required by the Credit Agreement or this Deed of Trust, you may purchase insurance at my expense to protect your interest. This insurence 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 alsowhere.

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 sutisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by

- A. DUE ON SALE. I agree that you may, at your option, declare due and payable all sums secured by this Deed of Trust if all or any part of the Property, or an interest in the Property, is sold or transferred. If you exercise the option to accelerate, I know that you may use any default remedies permitted under this Deed of Trust and applicable law. I know that you may exercise your rights under this due on sale provision each time all or any part of the Property, or an interest in the Property, is sold or transferred, whether or not you exercised your rights on any previous sales or transfers.
- 5. PROTECTING YOUR INTEREST. I will do anything that may riow 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 commit fraud or make any material misrepresen-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 I 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

security for the Note or Credit Agreement, including, but not limited to, the following:

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

b. If I fall to maintain required insurance on the Property;

c. If I commit waste on the Property or otherwise destructively use or fail to maintain the Property;

d. If I die: e. If I fail to pay taxes or any debts that might become a lien

f. If I do not keep the Property free of deeds of bust, 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 foretiloses of 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 hezerdous substances on the Property.

- 7. YOUR RIGHT'S 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 Idote, 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 tents 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 review.
- 7.6 You may use any other rights you have under the law, this Dead 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 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 hazandous 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 adjacent property is being or has been subjected to a release of any hazardous substance.
- Regarded 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 rennedy any such injury or compensate me therefor. I shall cooperate in all respects in the performance of the audit. I shall pay the costs of the audit if either a default exists under this Deed of Trust at the time you arrange to have the audit performed or if the audit reveals a default pertaining to nezardous substances. If I refuse to permit you or your representatives to conduct an environmental audit on the 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, 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. 8.4 I will indemnify and hold you harmless from and against
- my ownership, possession, or control of the Property.

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

8.6 All of my representations, warranties, covenants and agreements contained in this Deed of Trust regarding any hazardous substance, including but not limited to my agreement to accept conveyance of the Property from you and to resume ownership, shall survive 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, cualody, 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 reconvey, without warranty, the Property to the person legally entitled thereto. I will pay Trustee a reasonable fee for preparation and execution of the reconveyance instrument and I will record the reconveyance at my expense.

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

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

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

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INDIVIDUAL	ACKNOWLEDGMENT
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	5/22/98
ounty of Klameth)"	Date
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nd ncknowledged the foregoing Deed of Trust to be	voluntary act.
	Before me:
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NOTALLY PUBLIC OFFICE N	Notary Public for Orogan
CHANISSION NO. 0471193	나가 나는 나는 일반 중인 학문에 불러났다. 유럽 생각하는 그렇게 가져왔다. 하는 일반 하는 다른 나는
	My commission expires: Oct 7,1999
	hii : ''' : '' : '' : '' : '' : '' : ''
REMIECTE	or reconveyance
TRUSTEE:	
	일 그릇들은 얼마 뚫게 하는 그는 것은 사람이 되었다.
e undersigned is the holder of the Note or Credit Agra-	ement or both, as applicable, secured by this Deed of Trust. The
cured by this Deed of Trust, have been naid in full Vo.	to the indebtedness together with all other indebtedness
th, as applicable, and this Deed of Trust which are date	and the standard to cancel the Mote of Credit Agreement of
wheld by you under the Deed of Trust to the person or p	persons legally entitled thereto.
	Signature:



Exhibit A to Deed of Trust/Line of Credit Mortgage

A parcel of land situated in the South half of the Southeast quarter of Section 30, Township 34 South, Range 7 East of the Willamatte Meridian, Klamath County, Oregon, more particularly described as follows:

BEGINNING at a 1/2-inch iron rod from which the one-quarter corner common to Sections 30 and 31 hears South 49°38'14" West 1258.23 feet; thence North 90°02'56" West, 492.15 feet to a 1/2-inch iron rod on the Northerly line of the South half of the Southeast quarter of said Section 30; thence North 89°14'01" West, 884.98 feet to a 1/2-inch iron rod on the Easterly right of way line of Oregon State Highway 52; 11°38'01" East, 506.21 feet to a 1/2-inch iron rod; thence feet to the point of way line South 89°24'05" East 783.28

TOGETHER WITH a non-exclusive road easement being 30 feet wide while running adjacent, parallel and Easterly of the Westerly boundary line and 15 feet wide while running adjacent, parallel and Southerly of the North boundary line of the following described real property:

A parcel of land situated in the South half Southeast quarter of Section 30, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

DEGINIVING at a 1/2-inch iron rod on the Easterly right of way line of Oregon State Highway 62 from which the quarter corner common to Sections 30 and 31 bears South 12°02'07" West, 841.54 feet; thence South 89°24'05" East, 934.42 feet leaving said Easterly line to a 1/2-inch iron rod; thence South 00°02'56" East, 491.70 feet to a 1/2-inch iron rod; thence North 89°34'07" West, 832.86 fet to a 1/2-inch iron rod on said Easterly line; thence North 11°38'01" West, 505.58 feet along said Easterly line to the point of beginning.

STATE OF OUTCOM			
STATE OF OREGON:	COUNTY OF K	T. ABSAMT?	
		LAWINIH: SS.	

Filed for record at request of	Rival A		
of June of	First American A.D., 19 98 at 10:58 o	ela-	8th day
FEE \$25.00	Portgages	on Page 19386	
		By Astalum A Second	County Clerk
	보기는 그 보이 를 걸었다. 맛있		