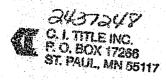
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Vol. 2012 Page 3772 389

Piget recording, renning to: U.S. Bank P.O. Sox 2867 Fargo, North Dakota 58108-2687



(LINE OF CREDIT INSTRUMENT) DEED OF TRUST

Loan Account # 66400100411110	998	A STATE OF THE PROPERTY AND PROPERTY OF THE PR
ALCIPINT IN TONIO	The state of the s	Onto: August 27
Grantor(s): ENARON X BARRIS		Space above this line for Recorder Date: August 27, 1998
		Address: 5116 GATEROOD DR
JOHN D. HARRIS		ELAMATH PAILS, OR 376038412
Borrowertz): SHARON K. EARRIS		And the state of t
Seneficiary/(Lender): U.S. NATIONA Trustee: U.S. BENK TRUST COMPA		Address: 5115 GATEWOOD DR
Trustee: U.S. BENK TRUST COMPA	L BARK ASSOCIATION NO	REGERATE PATE
	MY. NATIONAL ASSOCIATION	Address: 4325 17TH AVE SW. FARGO, ND 5
·		Address: 111 SW STE AVENUE PORTLAND, OF 97204
. GRANT OF DEED OF TRUST. By a	وسساف	PORYLAND, OF 97204
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The state of the s	Account Number 390914AC4	grant, bargain, sell and convay to Trustes, in trust, wind the sell and convay to Trustes, in trust, wind the sellows in th
A TORMEDATIA ASE	County, State of Oregon), more manifestant.
		perfection described as follows:
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hereby necion and fixtures now or late	is artached hereto and by this refer	man in the second
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Copy 1 and 2 - Sant; Copy 3 - Consumer

3.. INCURANCE, LIENS, AND UPREEP

3.1 i will keep the Property insured by competite exceptable to you with fire and theft treatrence, flood insurence if the Property is located in any area which is, or hereafter will be designated as a special flood hazerd area, and extended coverage insurence. The policy amount will be enough to pay the entire amount owing on the debt secured by this Dead of Trust or the insurance will be referred to the Property, whichever is less, despite any "co-insurence" or similar provision in the policy. The insurance policies will have your standard loss payable endursoment. No one but you has a mortgage or lien on the Property, except the following "Permitted Lients":

Liens and encumbrances of record.

Liens and encumbrances of record.

- 3.2 I will pay taxes and any debts that might become a lian on the Property, and will keep it free of trust deeds, mortgages and lians, other than yours and the Permitted Lians 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 Agraement as spilicable. 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 Agraement, 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 raquired by the Credit Agreement or this Deed of Trust, you may purchase insurance at my expanse to protect your interest. If this insurance may, but need not, also pretect my interest. If this collatorel becomes damaged, the coverage you purchase may not pay any cixim I make or any cixim 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 incurence purchased by you. The cost of this insurence 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 falled 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

- 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 said 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 sele 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 envithing 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
- 6. DEFAULT. It will be a default:
- 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 Dead 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 Dead of Trust, or about my use of the money I obtained from you through the Note of line of credit: you through the Note or line of cradit;
- 6.3 If any action or inaction by me adversely affects your security for the Note or Cradit 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:

- d. If | die: If I fail to pay taxes or any debts that might become a lien
- s. If I can to pay takes of any desire that tagget each of on the Property;

 f. If I do not keep the Property free of deeds of trust, startingers and kers, other than this Deed of Trust and other Permitted Lians I have siready told you about:

- g. If I become insolvent or bankrupt; b. If any person forecloses or decisies a forfeiture on the Property under any send sale contract, or forecloses any Permitted Lise or other ken on the Property; or
- Fortunate Care of color action are property; or L. If I felt to keep any agreement or breach the warranties, representations or covenants I am making to you in this Deed of Trust about hezantous substantees 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
- 7.3 You may foreclose this Daed of Trust under applicable law aither judicially by suit in equity or nonjudicially by advertisement and cale.
- 7.4 You may have any rents from the Property collected and pay the amount received, ever and above costs of collection and other lawful expenses, on the debt secured by this Deed of
- 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 saie, I will also be liable for your reasonable afterney fees including any on appeal or review.
- 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.
- 8.2.1 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 cultification.
- 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 ramedy any such injury or compensate me therefor. I shall cooperate in all respects in the performance of the audit I shall say the coats 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 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 harmiess from and against any and all claims, demands, liabilities, lawsuits and other proceedings, damages, losses, liens, penalties, lines, clean-up and other costs, expenses, and attorney fees (including any on appeal or review) brising 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 Dead of Trust or in any other document executed by me in connection with the debt secured by this Dead 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 ramedies under this Deed of Trust, or by taking a deed in fieu of foreclosure, hold title to or own the Property in your own right, you may, at your option, convey the Property to me. I covered and agree that I shall accept delivery of any instrument of conveyence 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 this instrument and the conveyence. of the instrument and the conveyence.

- 8.6 A8 of my representations, warranties, coverients and agreements contained in this Dead 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 Dead of Trust or acceptance by you of a dead in lieu of foreclosure.
- 6.7 For purposes of this Deed of Trust, the term "hazardous substence" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material or hazardous, toxic or radioactive substance for designated by any other similar term) by any applicable fedoral, state or local statute, regulation or ordinance now in effect or in affect 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 forsolosure of this Deed of Trust or acceptance by you of a deed in lieu of forsolosure.
- 9. SATEPACTION OF DISO 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 Trustoe to reconvey, without werranty, the Property to the person legally entitled thereto. I will pay Trustee its fee for preparation and execution of the reconveyance instrument. If that fee does not include recording, I will record the reconveyance at my expense.
- 10. CHANGE OF ADDRESS, I will give you my new address in writing whenever; move. You may give me any notices by regular mail at the lest 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 "nuy" mean Grantor(s), and "you" and "your" mean Beneficiary/Londar.

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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 indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to central 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.

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Date:		Signature:	

COM D. WARRIS 66400100411110990

ATTACHMENT A Property Description

LOT 11, SLOCK 4, TRACT NO. 2035, GATENOCO, IN THE COUNTY OF ELANATH, STATE OF CREGGE.

STATE OF OREGON: COUNTY OF KLA	AMATH: SS.		
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of October A.D., 19 9	o at 11:15 o'clock	AM., and duly recorded in Vol. M	98
of <u>October</u> of	Mortgages	on Page 37358	erk
		Bernetha G. Letsch, County Cl	51K
FEE \$25.00	Ву_	Character Constant	
1.00 copy			
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