

After recording, return to:

NOV 20 1998

U.S. Bank

P.O. Box 6097

Fargo, North Dakota 58108-2097

When Recorded Return To

C.L. Title, Inc.

203 Little Canada Rd.

Ste 200

St. Paul, MN 55117

**(LINE OF CREDIT INSTRUMENT)
DEED OF TRUST**

(Space above this line for Recorder's use)

Loan Account # 65400101075220002

Date: November 1, 1998

VALARIE F. CAULFIELD

Grantor(s): EDWARD F. CAULFIELD

Address: 4313 LA HABRA WAY

HELANATH FALLS, OR 976037767

VALARIE F. CAULFIELD

Borrower(s): EDWARD F. CAULFIELD

Address: 4313 LA HABRA WAY

HELANATH FALLS, OR 976037767

Beneficiary/Lender: U.S. BANK NATIONAL ASSOCIATION ND

Address: 4325 17TH AVE SW, FARGO, ND 58103

Trustee: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

Address: 111 SW 5TH AVENUE

PORTLAND, OR 97204

1. GRANT OF DEED OF TRUST. 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 909B12C00900, located in HELANATH COUNTY County, State of Oregon, more particularly described as follows:

SEE ATTACHEMENT A

or as described on Exhibit A, which is attached hereto and by this reference incorporated herein, and all buildings and other improvements and fixtures now or later located on the Property (all referred to in this Deed of Trust as "the Property"). I also hereby assign to Lender any existing and future taxes 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:

☒ a. The payment of the principal, interest, credit report fees, late charges, attorneys' fees (including any on appeal or review), collection costs and any and all other amounts owing under a note with an original principal amount of \$ 37,000.00, dated November 1, 1998, signed by VALARIE F. CAULFIELD AND EDWARD F. CAULFIELD ("Borrower")

and payable to Lender, on which the last payment is due 11/17/98, as well as the following obligations, if any (collectively "Note"):

and any extensions and renewals of any length. Two words "LINE OF CREDIT INSTRUMENT" do not apply to this Deed of Trust if this paragraph 2.a. is checked, unless paragraph 2.b. is also checked.

☐ b. The payment of all amounts that are payable to Lender at any time under a _____, dated _____, and any riders or amendments thereto ("Credit Agreement"), signed by _____ ("Borrower").

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 all amounts owing to Lender under the terms of the Credit Agreement. The length of the repayment period and the maturity date will depend on the amounts owed at the beginning of the repayment period, but it will end no later than the maturity date of _____.

☒ 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 this Deed of Trust.

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.