

102-6
After recording return to:
U.S. Bank
P.O. Box 2637
Fargo, North Dakota 58108-2637

2012-6692
When Recorded Return To:
C.I. Title, Inc.
201 Little Canada Rd
Ste 200
St. Paul, MN 55117

[LINE OF CREDIT INSTRUMENT]
DEED OF TRUST

Loan Account #	180103706301001	(Select above line for Recorder's use)
Borrower(s):	DEBBI K. BUCKINGHAM	Date: September 30, 1998
Boorrower(s):	DEBBI K. BUCKINGHAM	Address: 1716 CRESCENT AVE KIMBERLY MILLS, OR 97601-2528
Beneficiary/Lender:	U.S. BANK NATIONAL ASSOCIATION	Address: 1716 CRESCENT AVE KIMBERLY MILLS, OR 97601-2528
Trustee: U.S. BANK TRUST COMPANY, N.A.	ASSOCIATION	Address: 4915 17TH AVENUE SW, FAIRFAX, VA 22043
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 3809-9115407, located in Yamhill County, State of Oregon, more particularly described as follows:		Address: 111 SW 5TH AVENUE PORTLAND, OR 97204

NOT ATTACHED:

or as described on Exhibit A, which is attached hereto or by this reference. I corporation herein, and all buildings and other improvements and fixtures now or later located on the property (as referred to in this Deed of Trust as "the Property"). I also hereby assign to Lender any existing and future leases and rents from the Property as additional security for the debt described below. I agree that I will be legally bound by 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 Note with an original principal amount of \$ 15,000.00, dated Septem-

ber 30, 1998, signed by DEBBI K. BUCKINGHAM ("Borrower"), and payable to Lender, on which the last payment is due 1/12/99, as well as any extensions and renewals of any kind.

and any extensions and renewals of any kind if 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 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 outstanding at any one time pursuant to the Credit Agreement.

The term of the Credit Agreement consists of one year, during which advances can be obtained in increments of up to \$15,000.00, and any extensions and renewals will depend on the amounts owed at the beginning of the next year.

This Deed of Trust secures the performance of the Credit Agreement, the payment of all interest (on appeal or review), collection costs and any extensions and renewals of the Credit Agreement, and any extensions and renewals of the Note.

c. This Deed of Trust also secures the payment of all other sums, with interest thereon, advanced under this Deed of Trust to the performing party of any amendments and agreements under this Deed of Trust. This includes, but is not limited to, any future advances, with interest thereon, made to Borrower under this Deed of Trust.

The interest rate, payment terms and balance will be adjusted, renewed or renegotiated in accordance with the terms of the Note or Credit Agreement or a

3. INSURANCE, LIENS, AND LIENSHIP.

3.1 I will keep the Property insured by commercial fire and theft insurance, flood insurance located in any areas which is, or becomes at any time, a "special flood hazard area," and insurance. The policy amount will be equal to the amount owing on the debt secured by this Deed of Trust, whichever is greater. The insurance will have a "co-insurance" provision in the policy. The policies will have your standard loss payable clause but you have a mortgage or lien on the following "Permitted Lien(s):"

Liens and encumbrances of record:

3.2 I will pay taxes and any debts that might become a lien on the Property, and will keep it free of trust debts, 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 need the cost to the Note or Credit Agreement, I will pay the cost of your doing these things under the Note or Credit Agreement, whichever is higher. Even if you do these things, my failure to do them will be a cause for the default.

WARNING

Unless I provide you with evidence of the insurance coverage as required by the Credit Agreement or the Note, I may purchase insurance at my expense to protect your interest. If the collateral becomes damaged, the company may not pay any claim I make or any claim I may later cancel this coverage by providing evidence that I have obtained property coverage elsewhere.

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 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 expensive than insurance I can obtain or satisfy any need for property damage or mandatory liability insurance requirements law.

4. DUE ON SALE. I agree that you may, at any time and payable all sums secured by this Deed of Trust, or any part of the Property, or an interest in the Property, transferred. If you exercise the option that you may use any default remedy under this Deed of Trust and applicable law, I know your rights under the due on sale provisions of the Note, or an interest in the Property, transferred, whether or not you exercised

any acceptable to me if the Property will be delinquent extended coverage to pay the entire amount owing on the debt secured by this Deed of Trust or the less, despite any insurance endorsement. No property, except the

deed, mortgage and liens, other than yours and the Permitted Liens just described,

me do them and as applicable, I ever you ask, with under the Note or Credit Agreement, whichever is higher. Even if you do these things, my failure to do them will be a cause for the default.

considerably more coverage or any coverage imposed by applicable law.

your option, declare your interest in the Note or Credit Agreement, I know you may exercise each time all or any part of the Property, if sold or your rights up any

anything that may reserve this Deed of Trust, or other fees and costs involved.

5. DEFAULT. It will be a default:

5.1 If you do not receive any payment or the debt secured by

5.2 If I commit fraud or make any material connection with my loan application, Agreement, this Deed of Trust, or any credit. For example, it will be a default financial statement, or if I do not tell you the truth about my financial situation, about the Property, about my use of the Deed of Trust, or about my use of the Note or line of credit;

5.3 If any action or inaction by me adversely affects your security for the Note or Credit Agreement, limited to, the following:

- If all or any part of the Property, is sold or transferred;
- If I fail to maintain required insurance;
- If I commit waste on the Property or fail to maintain the Property;
- If I die;
- If I fail to pay taxes or any debts on the Property;
- If I do not keep the Property free of mortgages and liens, other than those on the Permitted Liens I have already told you about;

5.4 If I become insolvent or bankrupt;

5.5 If I am party to a foreclosure or default on the

Property under any land sale contract or forecloses any

Permitted Lien, or other lien on the Property; or

5.6 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.

6. 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 attorney expenses, on the debt secured by this Deed of Trust.

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 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 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, 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.

8.5 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 recording shall be deemed acceptance by me of the instrument and the conveyance.

9.3 All of my representations, warranties, covenants and agreements contained in this Deed of Trust, or in any other instrument or document, including but not limited to any conveyance of the Property from you and to me, or any other party, shall survive foreclosure of the Deed of Trust or acceptance by you of a deed in lieu of foreclosure.

8.7 For purposes of this Deed of Trust, "hazardous substance" means any substance or material defined or designated as hazardous or toxic waste 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, control or title, or control of the Property following either foreclosure of this Deed of Trust or acceptance by you of a deed in lieu of foreclosure.

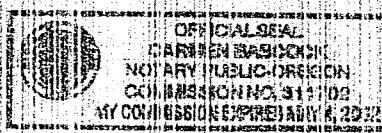
I agree to all the terms of this Deed of Trust.

<i>[Signature]</i>	_____ Date _____
_____ Signer	_____ Title _____
_____ Grantor	_____ Title _____

STATE OF *Oregon*

County of *Salem*

Personally appeared the above named _____ and acknowledged the foregoing Deed of Trust to be _____ voluntary act.



INDIVIDUAL CREDIT AGREEMENT

Ms.

9/3/02

Date

Before me:

Christine L. Black
Notary Public for Oregon

My commission expires: *5/4/2002*

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the Note or Credit Agreement evidenced by the Note or Credit Agreement or both, or both, as applicable, secured by this Deed of Trust. The entire Note or Credit Agreement or both, as applicable, together with all other indebtedness secured by this Deed of Trust, which are delivered herewith, are hereby directed to be reconveyed to you, without warranty, all the estate now held by you under the Deed of Trust to the person or persons legally entitled thereto.

Date: _____

Signature: _____

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ORIN X. BUCKNER JR.

550010070600001

ATTACHMENT A**Property Description**

TER RASTERLY 100 FEET ON LOT 1, BLOCH 34, MILLING ADDITION
TO THE CITY OF KELLOGG, IDAHO, IN THE COUNTY OF KELLOGG,
STATE OF OREGON.

STATE OF OREGON: COUNTY OF KELLOGG

Filed for record at request of G. I. Title
January A.D. 1969 at 11:14
of Max Gaines

clock E. and duly recorded in Vol. M92
on page 1830

Linda Smith, County Clerk

SEE \$25.00