

730
When recorded return to:
U.S. Bank
P.O. Box 2167
Minneapolis, Minnesota 55108-2697

2723594
When Recorded Return To:
C.L. Little, Inc.
200 Little Canada Rd
Ste 200
St Paul, MN 55117

**LINE OF CREDIT INSTRUMENT
DEED OF TRUST**

Loan Account # 66400101152310001 RICHA RD M. MURRAY Grantee(s): DANLENE F. CAIN		State where instrument recorded Date: November 16, 1998 Address: 5013 MAZAMA DR Klamath Falls, OR 97603-1555
Eccrower(s): RICHARD M. MURRAY Beneficiary/Lender: U.S. BANK NATIONAL Trustee: U.S. BANK TRUST COMPANY, N.A.		Address: 5023 MAZAMA DR Klamath Falls, OR 97603-1555 Address: 4125 17TH AVE SW, PIERSON, ND 58103 Address: 111 SW 5TH AVENUE PORTLAND, OR 97204
<p>1. GRANT OF DEED OF TRUST. By signing power of sale, the following property, Tax ID: 350 1101530, located in County: Clackamas, State of Oregon, more particularly described as follows:</p>		

or as described in 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 (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, collection costs and any and all other amounts due Lender, on or before November 16, 1998, dated November 16, 1998, signed by RICHARD M. MURRAY AND DANLENE F. CAIN ("Borrower"), as well as

and payable to Lender, on which the last payment is due November 16, 1998 ("Interest Rate"); and any extensions and renewals of any kind. The 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 Credit Agreement, signed by _____, and any renewals or amendments thereto.

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 at any time during the term of the Credit Agreement, up to a maximum principal amount to be advanced and outstanding at any one time pursuant to the Credit Agreement.

The term of the Credit Agreement consists of a period of ten years, which begins on the above-indicated date of the Credit Agreement and by Borrower, followed by a repayment period during which Borrower must repay the Credit Agreement. The length of the repayment period and the maturity date of the Credit Agreement will depend on the amounts owed at the beginning of the repayment period, but it will end no later than the maturity date of the Credit Agreement.

This Deed of Trust secures the performance of the Credit Agreement, the payment of all interest on unpaid or reviewed collection costs and any amounts owing to Lender under the terms of the Credit Agreement, and any extensions and renewals of the Credit Agreement.

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 this Deed of Trust also secures the repayment of all amounts owing to Lender under any covenants and agreements under this Deed of Trust.

The interest rates, payment terms and balance of the Note or Credit Agreement or both, as applicable, may be indexed, adjusted, renewed or renegotiated in accordance with the terms of the Note or Credit Agreement or both.

3. INSURANCE, LIENS, AND UPKEEP.

3.1 I will keep the Property insured by you with fire and theft insurance, flood if it is located in any area which is, or deemed to be, a special flood hazard area, and insurance. The policy amount will be enough to cover the debt secured by this instrument of title or similar provision in the policies will have your standard loss payable to me but you has a mortgage or lien on the following "Permitted Liens":

Lien; and encumbrances of record.

3.2 I will pay taxes and any debts that may become a lien on the Property, and will keep it free of trust funds, other than yours and the Permitted Liens.

3.3 I will also keep the Property in good condition and repair and payments.

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. I will pay the cost of your doing these with interest at the fixed or floating rate charged on the Note or Credit Agreement, whichever is higher. For these things, my failure to do them will be a default under Section 8, or the default.

WARNING:

Unless I provide you with evidence of the insurance required by the Credit Agreement or this instrument of title, you 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 obtained property coverage elsewhere.

I am responsible for the cost of any insurance 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 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 liability insurance requirements of law.

4. DUE ON SALE. I agree that you may, at due and payable all sums secured by this instrument of title or any part of the Property, or an interest in the transferred. If you exercise this option to that you may use any default remedies under this instrument of title or any part of the Property, or an interest in the transferred, whether or not you exercised previous sales or transfers.

5. PROTECTING YOUR INTEREST. I will do now or later be necessary to perfect and preserve this Deed of Trust and I will pay all recording 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 I commit fraud or make any material connection with my loan application, this Credit Agreement, this Deed of Trust, or any other credit. For example, it will be a default if financial statement, or if I do not tell you my financial situation, about the Property that this Deed of Trust, or about my use of the money 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, limited to, the following:

- a. If all or any part of the Property, or Property, is sold or transferred;
- b. If I fail to maintain required insurance on the Property;
- c. If I commit waste on the Property or fail to maintain the Property;
- d. If I die;

e. If I fail to pay taxes or any debts that are on the Property;

f. If I do not keep the Property free of mortgages and liens, other than this Deed of Trust and Permitted Liens I have already told you about;

g. If I become insolvent or bankrupt;

h. If I am in possession, or declares a forfeiture on the Property, or any part of the Property, 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 hazardous substances 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, in 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 lawful 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, liens, penalties, fines, cleanup and other costs, expenses, and attorney fees (including any appellate 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 documents 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 recordation shall be deemed acceptance by me of the instrument and the conveyance.

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RECORDED IN MURKIN

Serial No. 01112534001

ATTACHMENT A**Property Description**

LOT 14, BLOCK 1, PLAT NO. 1010, HENRILY PARK, IN 1/8TH COUNTY
OF Klamath, STATE OF OREGON.

STATE OF OREGON : COUNTY OF KLAMATH

Filed for record at request of Jani Stry C. I. 11114 ss. 11:14
of AD 1999 at o'clock A.M. and duly recorded in Vol. M29
of Mortg ages on Page 384

Linda Straith, County Clerk
by *[Signature]* *Rosal*

FEE: \$25.00