

After recording, return to:  
J. H. Nease  
Box 3137  
Fargo, North Dakota 58118-2639

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When Recorded Return To:  
C.I. Title, Inc.  
103 Little Canada Rd  
Ste 200

(LINE OF CREDIT INSTRUMENT)  
DEED OF TRUST

Acct/Account #	15600161099410001	(Space above this line for Recorder's use)
BENEFICIARY	MR. & MRS. DIXSTRA	Date November 5, 1975
Creditor(s):	APM, LLC, LEARN DIXSTRA	Address: 4418 MEADOWS DR. ELKHORN FALLS, OR 976038076
BENEFICIARY	MR. & MRS. DIXSTRA	Address: 1410 MEADOWS DR. ELKHORN FALLS, OR 976038076
Borrower(s):	APM, LLC, DIXSTRA	Address: 1323 17TH AVE. BLDG. B, BURGESS, ND 58133
Beneficiary(Lender):	U.S. BANK NATIONAL	Address: 311 SW 5TH AVENUE PORTLAND, OR 97204
Business:	U.S. BANK TRUST COMPANY	
	ASSOCIATION INC.	
	ATLANTA, GA 30303-3010	

1. GRANT OF INTEREST OR TRUST. By signing below as Grantor, I/We/you/they grant, bargain, sell and convey to Trustee, in trust, with power of sale, the following property. Tax Deed Number: 380311022790 located in

LOT 9, BLOCK 14, TRACT NO. 1071, FIRST ADDITION TO THE MEADOWS IN THE COUNTY OF  
Klamath, State of Oregon

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 leases 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:

e. The payment of the principal, interest, collection costs and any and all other credit report fees, late charges, attorneys' fees (including any on appeal or review), \$15,713.03, dated November 5, 1980, issued by *Exeter National Bank*.

and payable to Lender, on which this last payment is due 3/05/86 ("Borrower"), as well as the following obligations, if any (collectively "Debt");

The words "LINE OF CREDIT INSTRUMENT" do not apply to this Deed of Trust if  
checkbox 2C is also checked.

b. The payment of all amounts that are payable to Lender at any time under a  
Credit Agreement.

The Credit Agreement is for a revolving line of credit under which Borrower may obtain in accordance with the terms of the Credit Agreements, one or more loans from Lender in one or more installments at any time outstanding at any time pursuant to the Credit Agreements ("Borrower").

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 this 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 at six percent, advanced under this Deed of Trust to or for the benefit of the Borrower in the future, and the payment of all costs, expenses, and attorney's fees, incurred by the Lender in the collection of any sum due hereunder.

The interest rate, payment terms and balance adjustment, renewed or renegotiated in accordance with the terms of the Note or Credit Agreement.

to Under the Note or Credit Agreement or both, as applicable, may be indexed, with the terms of this Note and the Credit Agreement and any extensions and as applicable.

### 2. INSURANCE LIENS, AND UPKEEP

3.1 I will keep the Property insured by you with fire and theft insurance, flood located in any area which is, or has a spinal flood hazard area, insurance. The policy amount will be amount owing on the debt secured by insurable value of the Property, which "co-insurance" or similar provision in policies will have your standard lien or one but you have a mortgage or lien on following "Permitted Lien(s)":

#### Liens and encumbrances of record.

3.2 I will pay taxes and any debts due the Property, and will keep it free of liens, other than yours and the Permitted

Liens and encumbrances of record to the Insurance if the Property later will be subject to and extended coverage enough to pay the entire balance of my Deed of Trust or the value is less, despite any policy. The insurance ratio endorsement to the Property, except the

3. If I become insolvent or bankrupt; if any person forecloses or declares a forfeiture on the Property under my land sale contract, or forecloses any Permitted Lien or other lien on the Property; or if I fail to keep my agreement or breach the warranties, representations or covenants I am making to you in this Deed of Trust and/or 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, 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 this 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, or 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 the 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, 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 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 lease in lieu of foreclosure, hold title to or own the Property in your own right, you may, in 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 acceptable by me of the instrument and the conveyance.

Unless I provide you with evidence of the required by the Credit Agreement or I may purchase insurance at my expense. This insurance may, but need not, also the collateral becomes damaged, the may not pay any claim I make for any claim I may later cancel this coverage by providing obtained property coverage elsewhere.

I am responsible for the cost of any insurance you require. The cost of this insurance may be added to the Note or Credit Agreement, the highest rate on the Credit Agreement will apply to this added amount of coverage may be the date my prior to date I failed to provide proof of coverage.

The coverage you purchase may be expensive than insurance I can obtain to satisfy any need for property damage mandatory liability insurance requirements law.

4. DUE ON SALE. I agree that you may, at due and payable all sums secured by this Deed of Trust or any part of the Property, or an interest in the transferred. If you exercise the option to that you may use any default remedies Deed of Trust and applicable law. I know all your rights under this due on sale provision 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 protect 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 I commit fraud or make any material misrepresentation in connection with my loan application, this Deed of Trust, or any credit. For example, it will be a default if financial statement, or if I do not tell you the truth about my financial situation about the Property that 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, 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 otherwise fail to maintain the Property;

d. If I die;

e. If I fail to pay taxes or any debts that may be due me;

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

insurance coverage as Deed of Trust, you protect your interest. If rents you purchase made equals mine. I evidence that I have

insurance purchased by added to the Note or the Note or Credit Agreement. The effective date coverage lapsed or the

your option, declare ed of Trust if all or Property, is sold or accelerated, I know nothing until this you may excuse each time all or any property, is sold or your rights on any

anything that may serve this Deed of Trust and involve;

6.4 If you do not receive any payment on the debt secured by this Deed of Trust, when it is due;

6.5 If I commit fraud or make any material misrepresentation in Note or Credit Agreement, or any credit. For example, it will be a default if financial statement, or if I do not tell you the truth about my financial situation about the Property that Deed of Trust, or about my use of the money I obtained from you through the Note or line of credit;

6.6 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 otherwise fail to maintain the Property;

d. If I die;

e. If I fail to pay taxes or any debts that may be due me;

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

Copy 1 and 2 - Bank; Copy 3 - Consumer

8.6 All of my representations, warranties and agreements contained in the Deed of Trust, including but not limited to certain conveyances of the Property from ownership, shall survive foreclosure of the appearance by you of a deed in lieu of forec

8.7 For purposes of this Deed of Trust, "substance" means any substance or material designated as hazardous or toxic waste, material or hazardous, toxic or radioactive substance (or applicable federal, state or local statute, regulation or ordinance) effect at any time during either the term of the period of time I retain in possession, or the Property following either foreclosure or acceptance by you of a deed in lieu of forec

closure and regarding my title to my property and you and to this Deed of Trust, or me.

term "hazardous material" defined or hazardous or radioactive substance (or applicable federal, state or local statute, regulation or ordinance) effect at any time during either the term of the period of time I retain in possession, or the Property following either foreclosure or acceptance by you of a deed in lieu of forec

8.8 RELEASE AND DEED OF TRUST. When the Note or Credit Agreement or both, is completely paid off and the Credit Agreement, as applicable, is canceled and terminated as to any future loans, I understand that you will request Trustee to receive, without warranty, 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 conveyance at my expense.

9. 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.

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

11. NAMES OF PARTIES. In this Deed of Trust "I", "me" and "my" mean Grantor(s), and "you" and "your" mean Grantee/Lender.

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

*Ernest L. Dykstra*  
Grantor

*(A.C. 1 L. 1996 24.12)*  
Signature

Minor

Minor