

File Number: 144-13-53

Date Recorded: 10/24/1993

U.S. Bank

P.O. Box 2051

Fargo, North Dakota 58108-2051

285 8562

When Recorded Return To:

C. Title, Inc.
205 Little Canada Rd
S-200
St Paul, MN 55117

(LINE OF CREDIT INSTRUMENT) DEED OF TRUST

Loan Account # 65400101300620001

(State along this line for Recorder's use)

Date: November 24, 1993

Grantors: GARY L. LYBBERT
MICHELLE D. LYBBERT

Address: 1521 SISKIYOU ST
Klamath Falls, OR 976012476

MICHELLE LYBBERT
Borrower(s): GARY L. LYBBERT

Address: 1521 SISKIYOU ST

Beneficiary(Lender): U.S. BANK NATIONAL ASSOCIATION ND
Trustee: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

Address: 4325 17TH AVE SN, FARGO, ND 58103
Address: 111 SW 5TH AVENUE
PORTLAND, OR 97204

1. GRANT OF DEED OF TRUST. By signing below as Grantor, I hereby grant, bargain, sell and convey to Trustee, in trust, with power of sale, the following property, Tax Account Number 380139C15000 located in County, State of Oregon, more particularly described as follows:

SIGN ATTACHMENT A

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 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 \$ 18,095.00, dated November 24, 1993, signed by MICHELLE LYBBERT AND GARY L. LYBBERT ("Borrower")

and payable to Lender, on which the last payment is due 11/15/98, as well as the following obligations, if any (collectively "Note"):

and any extensions and renewals of any length. 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 ("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 owing at the beginning of the repayment period, but it will end no later than the maturity date of .

This Deed of Trust secures the performance of the Credit Agreement, the payment of all loans payable to Lender at any time under the Credit Agreement, the payment of all interest, credit report fees, late charges, membership fees, attorneys' fees (including any on appeal or review), collection costs and any and all other amounts that are payable to Lender at any time under the Credit Agreement, and any extensions and renewals of any length.

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.

3. INSURANCE, LIENS, AND UPHEAVER.

3.1 I will keep the Property insured by company with fire and theft insurance, if good cause is located in any area which is, or hereafter becomes, a special flood hazard area, and the insurance. The policy amount will be enough to pay the entire amount owing on the debt secured by this Deed of Trust or the insurable value of the Property, whichever is greater. The insurance policies will have your standard loss payable endorsement. No one but you has a mortgage or lien on the Property, except 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 funds, mortgages and liens, other than yours and the Permitted Lien(s) 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 Agreement, as applicable. I will pay the cost of your doing these whatever you ask, with interest at the fixed or floating rate charged under the Note or Credit Agreement, whichever is higher. Even if you do these things, my failure to do them will not be a default under Section 6, and you may still use other rights you have or 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 may purchase insurance at my expense to protect your interest. This insurance may, but need not, also protect my interest. If the collateral becomes damaged, the coverage you purchase may not pay any claim I make or any claim made against me. 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 but the date my prior coverage lapsed or the date I failed to provide proof of coverage.

The coverage you purchase may be considerably more expensive than insurance I can obtain or satisfy any need for property damage or liability insurance requirements imposed by applicable law.

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

5. PROTECTING YOUR INTEREST. I will do anything 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 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 the Note or Credit Agreement, this Deed of Trust, or any credit. For example, it will be a default if I give you a false financial statement, or if I do not tell the truth about my financial situation; about the Property, or about my use of the 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 security for the Note or Credit 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 fail to maintain required insurance on the Property; otherwise destructive;
- c. If I commit waste on the Property;
- d. If I die;
- e. If I fail to pay taxes or any debts on the Property;
- f. If I do not keep the Property, mortgages and liens, other than this Permitted Lien(s) I have already told you

about;

Liabilities acceptable to you:

If the Property will be distributed to pay the entire amount owing on the debt secured by this Deed of Trust or the insurable value of the Property, whichever is greater. The insurance policies will have your standard loss payable endorsement. No one but you has a mortgage or lien on the Property, except the following "Permitted Lien(s):"

Liens and encumbrances of record:

If you do not do any of these things, you

may do them and add the cost to the Note or Credit Agree-

ment, as applicable. I

will pay the cost of your doing these

whatever you ask, with

interest at the fixed or

floating rate charged

under the Note or Credit

Agreement, whichever is

higher. Even if you do

these things, my failure

to do them will not be

a default under Section

6, and you may still use

other rights you have

or the default.

6.4 Your rights after default:

6.5 You may declare the entire secured debt immediately due

and payable all at once without notice.

6.6 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.

6.7 You may foreclose this Deed of Trust under applicable law

either judicially by suit in equity or nonjudicially by

advertisement and sale.

6.8 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.

6.9 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.

6.10 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.

6.11 I become insolvent or bankrupt;

6.12 I file for bankruptcy or file a petition for bankruptcy;

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6.173 I file for bankruptcy or file a petition for bankruptcy;</p

8.6 All of my representations, warranties, covenants and agreements contained in this Deed of Trust, regarding any hazardous substance, including but not limited to my agreement to accept conveyance of the Property from you during the term of this Deed of Trust or its renewal, shall survive foreclosure of this Deed of Trust or acceptance by you of a deed in lieu of foreclosure.

8.7 For purposes of this Deed of Trust, the term "hazardous substance" means any substance or material designated as hazardous or toxic waste, hazardous or toxic 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, custody 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.

Mary Michelle D. Lyle
Creditor
Mary Michelle D. Lyle, Esq.

Creditor

STATE OF Oregon

County of Klamath

Personally appeared the above named Mary Michelle D. Lyle, and acknowledged the foregoing Deed of Trust.



TO TRUSTEE:

The undersigned is the holder of the Note or obligation evidenced by the Note or Credit Agreement or both, as applicable, secured by this Deed of Trust, have been paid in full. You are directed to record this Deed of Trust, which are delivered herewith, to the person or persons legally entitled to receive it.

Date: _____

9. SINCE ACTION IS BEING OR 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 and to all future loans, I understand that you will request Trustee to reconvey, 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 reconveyance at my expense.

10. 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.

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 "my" mean Grantor(s), and "you" and "your" mean Beneficiary/Lender.

Grantor

Grantor

INDIVIDUAL KNOWLEDGE STATEMENT

ss.

May 22, 1998
Date

Before me:

Notary Public for Oregon

My commission expires: _____

REQUEST FOR RECONVEYANCE:

Credit Agreement or both, as applicable, secured by this Deed of Trust. The entire agreement or both, as applicable, together with all other indebtedness secured by this Deed of Trust, is hereby directed to cancel the Note or Credit Agreement or both, as applicable, and this Deed of Trust, without warranty, in the estate now held by you under the Deed of Trust.

Signature: _____

2984

CHAMBERS LIVINGSTON
66400103300620001

ATTACHMENT A
Property Description

THE SOUTH 30 FEET OF LOT 16 AND THE NORTH 40 FEET OF LOT 17, WEST PARK ADDITION TO THE CITY OF EUGENE, OREGON,
IN THE COUNTY OF OREGON, STATE OF OREGON.

*Elmer Hobbes
T. Michelle D. Hobbes*

STATE OF OREGON, COUNTY OF EUGENE

Filed for record at request of _____
of _____

January AD 1999
of _____
FEE \$23.00

1. Title	Inc.	the	27th	day
11:46 mortgages	clock A.M. on page	I, and duly recorded in Vol. 2981	MIC	

b) *K. Hobbes*
Linda Smith, County Clerk