

RECORDATION REQUESTED BY:

BANK OF THE CASCADES
SUNRIVER VILLAGE
PO BOX 4445
SUNRIVER, OR 97707

No 4445 Page 3133

WHEN RECORDED MAIL TO:

BANK OF THE CASCADES
SUNRIVER VILLAGE
PO BOX 4445
SUNRIVER, OR 97707

4445 2523

SPACES ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



Bank of the Cascades

LINE OF CREDIT INSTRUMENT

LINE OF CREDIT DEED OF TRUST. (a) This Deed of Trust is a LINE OF CREDIT INSTRUMENT. (b) The maximum principal amount to be advanced pursuant to the Note is \$20,000.00. (c) The term of the Note commences on the date of this Deed of Trust and ends on January 20, 2002. (d) The maximum principal amount to be advanced pursuant to the Note may be exceeded by advances necessary to complete construction of previously agreed upon improvements on the Real Property.

THIS DEED OF TRUST IS DATED JANUARY 20, 1999, among THERESA L ROSSMAN, AN INDIVIDUAL, AN ESTATE IN FEE SIMPLE, whose address is 1520 COLLAR DRIVE LA PINE, OR 97739 (referred to below as "Grantor"); BANK OF THE CASCADES, whose address is SUNRIVER VILLAGE, PO BOX 4445, SUNRIVER, OR 97707 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and FIRST AMERICAN TITLE COMPANY, whose address is PO BOX 151, Klamath Falls OR 97601 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender or Beneficiary all of Grantor's right, title, and interest in and to the following: improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch profiles relating to the real property); including without limitation all minerals, oil, gas, geothermal and similar matters, located in KLAMATH COUNTY, STATE OF OREGON (the "Real Property").

LOT TWO (2) IN BLOCK FOUR (4) OF PLAT NO. 1204 LITTLE RIVER RANCH, ACCORDING TO THIS OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

The Real Property or its address is commonly known as NOT YET ASSIGNED, LA PINE, OR 97739. The Real Property tax identification number is 2301-2A-110.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future loans on the Property and its parts from the Ramble and the Personal Property defined below.

DEFINITIONS. The following words shall have the meanings attributed to such terms in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Beneficiary. The word "Beneficiary" means the Lender in this Deed of Trust.

Deed of Trust. The words "Deed of Trust" mean this Line of Credit Instrument among Grantor, Lender, and Trustee, and includes without limitation all assignments and security interests.

Grantor. The word "Grantor" means any person or entity executing this Deed of Trust, including without limitation THERESA L ROSSMAN.

Guarantor. The word "Guarantor" means any person or entity that provides a guarantee in connection with the indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes, attached on the Real Property, fa-

tures, additions, replacements and other construction on the Real Property.

Personal Property. All personal property owned by Grantor, including without limitation all fixtures, equipment, supplies, tools, and materials used in the operation of the Real Property.

Rental. All rents, royalties, and other income arising from the Real Property.

Real Property. The property described above and includes without limitation any and all guarantees, surrenders, and accommodation parties in connection with the indebtedness.

Indebtedness. This word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor together with interest on such amounts at the amount specified in the Note, at such time as Lender may demand payment thereon.

Note. This word "Note" means the Note together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. The rate of interest on the Note is subject to indexing, adjustment, renewals, or renegotiation.

Personal Property. The words "Personal Property" mean now or hereafter attached and all substitutions for, any of such property (including premiums) from any sale or other disposition.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Conveyance and Grant" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan documents, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means FIRST AMERICAN TITLE COMPANY and any successor or successor trustees.

THIS DEED OF TRUST, INCLUDING THE PAYMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE: (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN GRANTOR AND LENDER OR EVEN REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THE NOTE AND THIS DEED OF TRUST ARE GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and timely perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may: (a) remain in possession and control of the Property; (b) use, operate or manage the Property; and (c) collect any Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 305.30.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Deed of Trust, shall have the same meaning as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-490 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any person on, and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable Federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may determine appropriate to determine compliance of the Property with this section of the Deed of Trust. Any part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby: (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, or disposal, release or threatened release of a hazardous waste or substance on the properties. The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Habendum, Waste. Grantor shall not cause, construct or permit any habendum nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

means all principal and interest payable under the Note and any amounts expended or advanced by Lender to enforce obligations of Grantor under this Deed of Trust, provided in this Deed of Trust. Specifically, without limitation, this Deed of Trust secures, in addition to the indebtedness, the successions and assigns.

dated January 20, 1981, in the principal amount of \$20,000.00 from Grantor to Lender, subject to indexing, adjustment, renewals, or renegotiation.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached to the Property, together with all accessions, parts, and additions to, all replacements of, and substitutions for, any of such property with all proceeds including without limitation all insurance proceeds and refunds of premiums from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

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Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Deed of Trust, shall have the same meaning as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-490 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable Federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may determine appropriate to determine compliance of the Property with this section of the Deed of Trust. Any part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby: (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, or disposal, release or threatened release of a hazardous waste or substance on the properties. The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Habendum, Waste. Grantor shall not cause, construct or permit any habendum nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

04-20-1919

Lender No. 1002591

DEED OF TRUST

C. D. Miller, Jr.

Removal of Improvements. Grantor shall not Lender. As a condition to the removal of any such improvement, will improvements of like

Lender's Right to Enter. Lender and its agent Lender's interest and to inspect the property for

Compliance with Governmental Requirements. Disposition of all governmental authorities applicable ordinance, or regulation and withhold compliance writing prior to doing so and so long as in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require

Grantor to post adequate collateral if it is not be done nor have unreasoned the Property. Grantor shall do all other acts, in addition to those acts

out forth above in this section, which from the date

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property, or "transfer" means the conveyance of Real Property, or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercisable by Lender if such exercise is prohibited by federal law or by Oregon law.

TAXES AND LIENS. The following provisions relating

to the taxes and liens on the Property are a part of this Deed of Trust.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or in account of the Property, and shall pay when due all claims for work done on or for services rendered or materials furnished to the Property.

Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the

Right To Control. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorney's fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before judgment against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental officials to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender evidence satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard noncancelable clause in favor of Lender, together with such other hazard and liability insurance as Lender may reasonably require. Policies shall be written in form amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance for the full unpaid principal balance of the loan, up to the maximum policy limits set under the National Flood Insurance Program, (or as otherwise required by Lender, and to maintain such insurance for the term of the loan).

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$500.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, in its election, relieve and ratify the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of all items affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Unexpired Insurance of Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust, at any trustee's sale or other sale held under the provisions of this Deed of Trust, or at any foreclosure sale of such Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Deed of Trust, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. At such expense, at Lender's option, (i) be payable on demand, (ii) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (iii) be a balloon payment which will be due and payable at the Note's maturity. This Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

11-20-1995

Loan No. 30015971

WARRANTY, DEFENSE OF TITLE.

Title. Grantor warrants that: (a) Grantor has no encumbrances other than those set forth in favor of, and accepted by, Lender in connection with this Deed of Trust to Lender.

Defense of Title. Subject to the execution of all liens, in favor of, and accepted by, Lender under this Deed of Trust, Grantor shall defend the title to the Property in fee simple, free and clear of all liens and encumbrances of record to the Property, in fee simple, free and clear of all rents and leases, in any life insurance policy, title report, or title opinion issued in connection with this Deed of Trust; and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the execution of all liens, in favor of, and accepted by, Lender under this Deed of Trust, Grantor shall defend the title to the Property against the known claims of all persons. In the event an action of proceeding is commenced that questions Grantor's title or the interests of Trustees or Lender in the title to the Property, Grantor may be the nominal party in such proceeding, but Lender may represent Grantor in the proceeding by counsel of Lender's own choice, and Grantor will defend the title to the Property in fee simple, free and clear of all liens and encumbrances of record to the Property, in fee simple, free and clear of all rents and leases, in any life insurance policy, title report, or title opinion issued in connection with this Deed of Trust; and (c) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

CONDENMATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Application of Net Proceeds. If all or any portion of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys fees incurred by Trustees or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxation. If any tax to which this section applies is levied subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default (as defined below); and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either: (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENT. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and in a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after notice of written demand from Lender.

Addressing. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Deed of Trust may be obtained (except as required by the Uniform Commercial Code), are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, confirm, or preserve: (a) the obligations of Grantor under this Note, this Deed of Trust, and the Related Documents, and (b) the fees and security interests created by this Deed of Trust as first and prior liens in the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purpose, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness, including without limitation all future advances, when due, terminates the line of credit, and otherwise performs all the obligations imposed upon him under this Deed of Trust, Lender shall execute and deliver to Trustees a request for full reconveyance and shall execute and deliver to Grantor suitable instruments of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Deed of Trust:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

07-20-1999
Lender # 30021971

DEED OF TRUST
(Continued)

Default on Other Payments. Failure of Granter to make any payment required by this Deed of Trust to Lender or to effect discharge of any bond,

Default in Favor of Third Parties. Should sales agreement, or any other agreement, between Borrower or any Creditor's ability to repay Documents.

Compliance Default. Failure of Granter to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Fraud Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Granter under this Deed of Trust, including herein, material respect, either now or at the time made or furnished.

Defective Collateralization. This Deed of Trust or any of the Related Documents causes to be in full force and effect (including failure of any collateral documents to create a valid and perfect security interest) at any time and for any reason:

Death or Insolvency. The death of Granter; assignment for the benefit of creditors; any bankruptcy or insolvency law by or against Granter.

Foreclosure, Foreclosure, etc. Commencement of foreclosure or forfeiture proceeding, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Granter in the event of a good faith dispute by Granter proceeding, provided that Granter gives Lender written notice of such claim and furnishes reasonable or a surety bond for the claim satisfactory to

Breach of Other Agreement. Any breach by Granter under the terms of any other agreement between Granter and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Granter to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disqualifies the validity of, or liability under, any Guarantee of the Indebtedness.

Insolvency. Lender in good faith deems itself in doubt,

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Trustee or Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Granter to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Granter would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosed by judicial foreclosure, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for the amount of the unpaid balance of the judgment.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Granter, to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Granter irrevocably designates Lender as Granter's attorney-in-fact to endorse instruments received in payment thereof in the name of Granter and to negotiate the same and collect the proceeds. Payment by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not a valid ground for the demand existed. Lender may exercise its right under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preventing foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Granter remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property, Lender shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

Notice of Sale. Lender shall give Granter reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Granter hereby waives any and all rights to have the Property marshalled. In Lender shall be free to sell all or any part of the Property together or separately, in one sale or by any public sale in all or any portion of the Property.

Waiver; Election of Remedies. A waiver by any party's rights otherwise to demand strict compliance with this provision or any other provision, provided in this Deed of Trust, the Note, in any Related Document, or provided by law, shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Granter under this Deed of Trust after failure of Granter to perform shall not affect Lender's right to declare it default and to exercise any of its remedies.

Attorneys' Fees; Expenses. If Lender institutes such suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to reasonable expenses incurred by Lender, which in Lender's opinion are necessary at any time for the protection of its interest or the

[1-21-1998]

Loan No. 30125977

enforcement of its rights shall become an expenditure and repaid. Expenses cover Lender's attorney's fees, whether or not it incurs any automatic stay or injunction, title reports (including foreclosure reports), applicable law. Grantor also will pay any costs of

Rights of Trustee. Trustee shall have all

POWERS AND OBLIGATIONS OF TRUSTEE:

Powers of Trustee. In addition to all powers respecting to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property; (b) join in granting any easement or creating any restriction on the Real Property; (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or

Trustee. Trustee shall meet all qualifications required for trustee under applicable law. In addition to the rights and remedies set forth above, to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Klamath County, Oregon. The instrument shall contain, in addition to all other matters recited by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of trustees shall govern to the exclusion of all other provisions for substitution.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Deed of Trust shall be in writing, may be sent by facsimile (unless otherwise required by law), and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosures from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. For notice purposes, Grantor agrees to keep Lender and Trustee informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Deed of Trust has been delivered to Lender and accepted by Lender in the State of Oregon. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Oregon.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Berger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be invalid or unenforceable as to any person or circumstances, such finding shall not render the provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Deed of Trust in all other respects shall remain valid and enforceable.

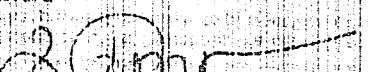
Successors and Assigns. Subject to the limitations stated in this Deed of Trust or transfer of Grantor's interests, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time Is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Deed of Trust (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's right, otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whoever consents by Lender is required to confirm such consent to subsequent instances before such consent is ratified.

EACH GRANTOR ACKNOWLEDGES PAYING REBATE FEES.

CHIEFTAIN



REBECCA L. PESCHAN

DEED OF TRUST
(C) Unpledged

of the funds available on demand and shall bear interest at the rate from the date of deposit in the amount, however subject to, any limit, under applicable law, including attorney's fees for bankruptcy proceedings, including efforts to modify or defend post-judgment collection services, the cost of searching records, obtaining appraiser fees, the insurance, and fees for the Taxes, to the extent permitted by applicable law. Grantor also will pay any costs of Lender's collection efforts provided by law.

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the following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust.

of Trustee, nothing to the contrary notwithstanding, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property; (b) join in granting any easement or creating any restriction on the Real Property; (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or

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EACH GRANTOR ACKNOWLEDGES PAYING REBATE FEES.

CHIEFTAIN



REBECCA L. PESCHAN

DEED OF TRUST
(C) Unpledged

11-20-1998
Licen. No. 30029371

DEED OF TRUST
Cont. (cont.)

DIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Deschutes

) \$9

OFFICIAL SEAL
LISA A. TRACY
NOTARY PUBLIC - OR 3011
COMMISSION NO. 305571
MY COMMISSION EXPIRES DEC. 12, 2001

On this day before me, the undersigned Notary Public, personally appeared TERESA L ROSSMAN, to me known to be the individual described in and who executed the Deed of Trust, and acknowledged that he or she signed the Deed of Trust as his or her free and voluntary act and deed, for the uses and purposes herein mentioned.

Given under my hand and official seal this

2/2

day of February, 1999.

By Lisa A. Tracy

Residing at 1217 W. 10thNotary Public in and for the State of Oregon

2/2

My commission expires 2/12/01

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To:

The undersigned is the legal owner and holder of fully paid and satisfied. You are hereby directed, by applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, title of this Deed of Trust, to the parties designated by the reconveyance and related documents to:

Deed of Trust

Indebtedness specified by this Deed of Trust. All sums secured by this Deed of Trust have been on payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to this Deed of Trust (which is delivered to you together with this Deed of Trust); and to reconvey, title of this Deed of Trust, to the (state) now held by you under this Deed of Trust. Please mail the reconveyance and related documents to:

Date:

Beneficiary:

By:

Its:

LASER FSO, Reg. U.S. Pat. & T.M. Off., Ver. 0.2a (1) 1991 C.R.P.

Searched, [redacted] [CR-G017328 ROSEMAN.LN.FH1.OVL]

STATE OF OREGON - COUNTY OF KLAUATH:

Filed for record at request of

At American Title
11:11 a.m.
on 2/2/99

the 28th day
of March, 1999
in the County of Klamath, Oregon
by [redacted]
Linda Smith, County Clerk

FEE \$40.00

on page 3135