75323

Vol. <u>M44</u> Page <u>6827</u>

After recording, return to: u.s. Bank P.O. Box 2687

Fargo, North Dakota 58108-2687

When Recorded Return To: C.I. Title, Inc. 203 Little Canada Rd Ste 200 St. Paul, MN 55117

NE OF CREDIT INSTRUMENT)	(Space above this line for Recorder's use)
ED OF TRUST	Date: January 11, 1999
Account # 00 a	2462 DEMVER PKY
	Address: 3462 DENVER PKY KLAMATH FALLS, OR 976037450
JAMES PATRICK MCGINNIS ntor(s): TERRI LYNN MCGINNIS	KLAMALD FALLE
ntor(s): 4	
JAMES P. MCGINNIS	Address: 3462 DENVER PEY
JAMES F. MCGINNIS	Address: 3462 DENVER ZE. OR 976037450 KLAMATE FALLS, OR 976037450 ND 58103
JAMES P. REGARNAS Frower(s): TERRI L. MCGINNIS	ATTE SW. PARGO,
	Address: 4325 1718 AVENUE Address: 111 SW 5TH AVENUE
eneficiary/(Lender): U.S. DAME COMPANY, NATIONAL ASSOCIATION	PORTLAND, OR 3/20-
oneficiary/(Lender): U.S. BANK NATIONAL ASSOCIATION rustee: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION	- saidh
GRANT OF DEED OF TRUST. By signing below as Grantor, I irrevocable ower of sals, the following property, Tax Account Number 3909-115 County, State of Oregonamath	ly urant, bargain, sell and convey to Trustee,
COUNTY, OTHER	
HEE ATTACHMENT A	
or as described on Exhibit A, which is attached hereto and by this improvements and fixtures now or later located on the Property (all rehereby assign to Lender any existing and future leases and rents from below. I agree that I will be legally bound by all the terms stated in this	Deed of Ifust.
below. I agree that following:	and or review).
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ORDOTA [HP] Rev 1/98

Copy 1 and 2 - Bank; Copy 3 - Consumer

3. INSURANCE, LIENS, AND UPKEEP.

3.1 I will keep the Property insured by companies acceptable to you with fire and theft insurance, flood insurance if the Property is located in any area which is, or hereafter will be designated as a special flood hazard area, and extended coverage 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 less, despite any 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. 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 deeds, mortgages and liens, other than yours and the Permitted Liens just described.
- 3.3 I will also keep the Property in good condition and repair and will prevent the removal of any of the improvements.
- 3.4 If I do not do any of these things, you may do them and add the cost to the Note or Credit Agreement as applicable. I will pay the cost of your doing these whenever 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 be a default under Section 6, and you may still use other rights you have for the default.

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. 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 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. The effective date 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 considerably more expensive than insurance I can obtain on my own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable

- 4. DUE ON SALE. I agree that you may, at your option, declare due and payable all sums secured by this Deed of Trust if all or any part of the Property, or an interest in the Property, is sold or transferred. If you exercise the option to accelerate, I know that you may use any default remedies permitted under this Deed of Trust and applicable law. I know that you may exercise your rights under this due on sale provision each time all or any part of the Property, or an interest in the Property, is sold or transferred, whether or not you exercised your rights on 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 Dead of Trust and I will pay all recording fees and other fees and costs
- 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 6.2 If I commit fraud or make any material misrepresentation in connection with my loan application, the Note or Credit Agreement, this Deed of Trust, or any aspect of my line of credit. For example, it will be a default if I give you a false financial statement, or if I do not tell you the truth about my financial situation, about the Property that is subject to this 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, 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;
 c. If I commit waste on the Property or otherwise destructively d. If I die;
- e. If I fail to pay taxes or any debts that might become a lien
- e. If I fall to pay taxes of any users that might be on the Property;
 f. If I do not keep the Property free of deeds of trust, mortgages and liens, other than this Deed of Trust and other Permitted Liens I have already told you about;

- g. If I become insolvent or bankrupt;
 h. If any person forecloses or declares a forfeiture on the Property under any land sale contract, or forecloses any Permitted Lien or other lien on the Property; or I fill fail to keep any agreement or breach the warranties, representations or covenants I am making to you in this Dead 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, at any time.
- 7.1 You may declare the entire secured debt immediately due and payable all at once without notice.
- 7.2 Subject to any limitations imposed by applicable law, either before or after a sale of the Property under a judicial foreclosure, or before a sale of the Property by advertisement and sale, you may sue for and recover from Borrower all amounts remaining under the Credit Agreement, under the Mote, and under this
- 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. advertisement and sale, I will also be liable for 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 become aware that the Property or any adjacent property is being or has been subjected to a release of any hazardous
- 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 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
- 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 in any way connected with (i) the breach of any representation, warranty, covenant, or agreement concerning hazardous substances contained in this Deed of Trust or in any other document executed by me in connection with the debt secured by this Deed of Trust; (ii) any release onto or under the Property or other property of any hazardous substance that occurs as a direct or indirect result of acts or omissions by me or my agents or independent contractors; and (iii) any release onto or under the Property of any hazardous substance that occurs during my ownership, possession, or control of the Property.
- 8.5 If you shall at any time, through the exercise of any of your remedies under this Deed of Trust, or by taking a deed in lieu of foreclosure, hold title to or own the Property in your own right, you may, at your option, convey the Property to me. I covenant and agree that I shall accept delivery of any covenant 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.

- 8.6 All of my representations, warranties, covenants and 9. SATISFACTION OF DEED OF TRUST. When the Note or 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 and to resume ownership, 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 means any substance or material defined or substance" means any substance or material defined or 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 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.
- Credit Agreement or both, as applicable, are completely paid off and the Credit Agreement, as applicable, is cancelled and terminated as to any future loans, I understand that you will terminated as to any ruture 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 the person regary entitled thereto. I will pay indicate its lee to 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 "!", "me" and "my" mean Grantor(s), and "you" and ""..."

	"my" mean Grantor(s), and "you" and "your" mean Beneficiary/Lender.
i agroe to all the terms of this Deed of Trust	, and medi
Grantor	
Grantor Dennis	Grantor
Grantor	
Granto:	Grantor
STATE OF Oregon County of	CKNOWLEDGMENT
County of San 1.	
(constant	January 11, 1999
Personally appeared the show	January 11, 1999 Date 1
and acknowledged the foregoing Deed of Trust to be	de Mc Senni y Jan y
10 DB	voluntary act.
50mm	Poten C
OFFICIAL SEAL	Before ma:
CARMEN BABCOCK NOTARY PUBLIC-OREGON	\mathcal{C}
	lotary Public for Oregon
MY COMMISSION EXPIRES MAY 4 2002	To Oregon
M	ly commission expires: 5/4/2002
	11/2002
REQUEST FOR	
TO TRUSTEE:	RECONVEYANCE
The undersigned is the holder of the Note or Credit Agreement or obligation evidenced by the Note or Credit Agreement or both, as Deed of Trust, have been paid in full. You are hereby directed to ce	or both, as applicable secured
obligation evidenced by the Note or Credit Agreement of obligation evidenced by the Note or Credit Agreement or both, as Deed of Trust, have been paid in full. You are hereby directed to ce Deed of Trust, which are delivered herewith, and to reconvey, with the person or persons legally entitled thereto.	applicable, together with all other indebtedness secured by this neal the Note or Credit Agreement or both, as applicable, and this hout warranty, all the estate now held by your
Date:	by you under the Deed of
	inature:

JAMES P. MCGINNIS 66400101800340001

ATTACHMENT A Property Description

LOT 3, BLOCK 1, CASCADE PARK, IN THE COUNTY OF KLAMATH,

Joni Lynn McGennia

STATE OF OREGON:	COUNTY OF KLAMATH: SS.		
Filed for record at reques	st of		
of FEB	A.D., 1999 at 1:51		
7 **	of MORTGAGES	 o'clock P M., and duly recorded in Vol. M99	day
FEE \$25.00		 5827	
		by Kathlun Rosa	
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