RECORDATION REQUESTED BY:

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South Valley Bank and Trust P O Eox 5210 Klamath Fells, OR \$750?

Vol. M99 Page 21806

WHEN FIECORDED MAIL TO:

South Valley Bank and Trust P O Box 5210 Klamith Falls, OR, 97601

SEND TAX NOTICES TO:

Anderson Loving Trust dated October 16, 1999 3717 Bevarly Dr Klumath Falls, OR 97803

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

AEPEN 01049698

DEED OF TRUST

THIS DEED OF TRUST IS DATED MAY 28, 1999, among Anderson Loving Trust dated October 16, 1990, whose address is 3717 Beverly Dr. Klamath Falls, OR 97603, Vested as Jerry O Anderson and Elizabeth A Anderson, Trustee under Anderson Loving Trust dated October 16, 1990 (referred to below as "Grantor"); South Valley Bank and Trust, whose address is P O Box 5210, Klamath Falls, OR 97601 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and William P. Brandsness, whose address is 411 Pine Street, Klamath Falls, OR 97601 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, or irrigation rights); and all other rights, royalties, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch and similar matters, located in Klamath County, State of Oregon (the "Real Property"):

See attached Exhibit B

The Real Property or its address is commonly known as 6211, 6215, 6330 & 6338 Katle Lane, Klamath Falls, OR 97603.

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 leases of the Property and all Rents from the Property. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined 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

Beneficiary. The word "Beneficiary" means South Villey Bank and Trust, its successors and assigns. South Valley Bank and Trust also is referred to as "Lender" in this Deed of Trust.

Borrower. The word "Eurrower" means each and every person or entity signing the Note, including without limitation Robert A Stewart and Jerry O Anderson.

Deed of Trust. The words 'Deed of Trust' mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Grantor. The word "Grantor" means any and all persons and entities executing this Deed of Trust, including without limitation Anderson Loving Trust dated October 16, 1990. Any Grantor who signs this Deed of Trust, but does not sign the Note, is signing this Deed of Trust only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lander and is not personally liable under the Note except as otherwise provided by contract or law.

Guarantor. The word "Guarantor" means and includes without limitation any and all guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtetiness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Borrower may be liable individually or jointly with others, whether obligated as guarentor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means South Valley Bank and Trust, its successors and assigns.

Note. The word "Note" means the Note dated May 28, 1999, in the principal amount of \$135,000.00 from Borrower to Lender, together with all renewals, extensions, modifications, ref-hancings, and substitutions for the Note. The maturity date of the Note is June 5, 2000. The rate of interest on the Note is subject to indexing, adjustment, renewal, 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 or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and retunds of premiums) from any sale or other disposition of the Property.

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 agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hareafter existing, executed in connection with the Indebtedness.

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

Trustee. The word "Trustee" means William P. Brandsness and any substitute or successor trustees.

DEED OF TRUST (Continued)

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THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDHESS 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 IS GIVEN AND ACCEPTED AND TRUST OF TRUST OF TRUST OF TRUST. ON THE FOLLOWING TERRIS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a confinuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the crarlitworthiness of Borrower). Borrower (including without limitation the creditworthiness of Borrower).

CRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for may prevent Lender from bringing any action against Grantor, including a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

FAYMENT AND PERFORMANCE. Except as otherwise provided in this Dead of Trust, Borrower shall pay to Lender all Indebtedness secured by this Dead of Trust as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under the Note, this Dead of Trust, and

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor and Borrower agree 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 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 imitations on the Property. This instrument in violation of the Property. This instrument will not allow use of the Property described in Strument, the Person acquiring of APPLICABLE LAND USE LAWS AND REGULATIC VS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING OF APPLICABLE LAND USE LAWS AND REGULATIC VS. BEFORE SIGNING OR COUNTY PLANNING DEPARTMENT TO VERIFY FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY FEE TITLE TO THE PROPERTY PLANNING DEPARTMENT TO VERIFY FEE TITLE TO THE PROPERTY PLANNING DEPARTMENT TO VERIFY FEE TITLE TO THE PROPERTY PLANNING DEPARTMENT TO VERIFY FEE TITLE TO THE PROPERTY PLANNING DEPARTMENT TO VERIFY FEE TITLE TO THE PROPERTY PLANNING DEPARTMENT TO VERIFY FEE

Duly to Maintain. Granter shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintanance

Hazardous Substancies. The terms "hazardous wat e," "hazardous substance," "disposal," "release," and 'Inreatened release," as used in his Deed of Trust, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Lability 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. 99–499 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Recovery Act, 42 U.S.C. ("SARA"), the Hazardous Materials Transportation Act of 9 U.S.C. Section 1801, et seq., the Fesource Conservation and Recovery Act, 42 U.S.C. ("SARA"), the Hazardous Materials Transportation Act of 9 U.S.C. Section 1801, et seq., the Fesource Conservation and Recovery Act, 42 U.S.C. ("SARA"), the Hazardous Materials Transportation Act of 9 U.S.C. Section 1801, et seq., the Fesource Conservation and Recovery Act, 42 U.S.C. ("SARA"), the Hazardous Materials Transportation Act of 9 U.S.C. Section 1801, et seq., the Fesource Conservation and Recovery Act, 42 U.S.C. ("SARA"), the Hazardous Materials Transportation Act of 9 U.S.C. Section 1801, et seq., the Fesource Conservation and Recovery Act, 42 U.S.C. ("SARA"), the Hazardous Waste" and "Index for index feed as the fesource Conservation and Recovery Act, 42 U.S.C. ("Sarator Rec and acknowledged by Lender in witting. (i) any use, generation, manufacture, storage, meaning, disposal, release, or findate release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatshad litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by threatshad litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by threatshad litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by threatshad litigation or claims of any kind by threatshad the property of the Property shall use, generate, manufacture, Lender, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (iii) any such activity shall be store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (iii) any such activity shall be store, treat, dispose of, or release any hazardous waste and istall agents to enter upon the Property to make such inspections and regulations, and ordinances described above. Grantor authorizes Lender of the Property with this section of the Deed of Trust. In the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to 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 indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender the Le

Nulsance, Waste. Granior shall not cause, conduct or permit any nuisance 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.

Removal of Improvements. Grantor shall not derrolish or remove any Improvements from the Real Property without the prior written consent of Lander. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and concilions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental nequirements. Grantor shall promptly compty with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in 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 security or a surety bond, reasonably satisfactory to Lender's interest. satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

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. A "sale 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. A "sale upon the sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether logal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, tand contract, contract for deed, leasehold interest with a term greater than three involuntary; whether by outright sale, deed, installment sale contract, and contract, contract for deed, leasehold interest with a term greater than three involuntary; whether by outright sale, deed, installment sale contract, and contract, or to any land trust holding title to the Real Property, or (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 transfer also 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 covereship of more than twenty-live percent (25%) of the voting stock, partnership interests or limited liability company interests, includes any be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Cregon law.

TAXES AND LIENS. The following provisions relating to the taxes and leans 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 or account of the Property, and shall pay when due all claims for work done on or for services rendered or material 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 lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to Right To Contest. 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 attorneys! 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 enforcement against the Property. Grantor shall any contest are any additional chings under any surely bond furnished in the contest processings. name Lender as an additional obligee under any surely 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 official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

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Notice of Construction. Grantor shall notify Lender at I sast fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's fien, materialmen's lien, or other lien could be asserted on account of the work, services, materials are supplied to the Property, if any mechanic's fien, materials are supplied to the Property, if any mechanic's fien, materials are supplied to the Property, if any mechanic's fien, materials are supplied to the Property, if any mechanic's fien, materials are supplied to the Property, if any mechanic's fien, materials are supplied to the Property, if any mechanic's fien, materials are supplied to the Property, if any mechanic's fien, materialmen's lien, or other lien could be asserted on account of the work, services, materialmen's lien, or other lien could be asserted on account of the work, services, materialmen's lien, or other lien could be asserted on account of the work, services, materialmen's lien, or other lien could be asserted on account of the work, services, materialmen's lien, or other lien could be asserted on account of the work, services, and the could be asserted on account of the work and the could be asserted on account of the work are supplied to the property and the could be asserted on account of the work are supplied to the could be asserted on account of the work are supplied to the could be asserted on account of the work are supplied to the could be asserted on account of the work are supplied to the could be asserted on account of the work are supplied to the could be asserted on account of the work are supplied to the could be asserted on account of the work are supplied to the could be asserted on account of the work are supplied to the could be asserted on account of the work are supplied to the could be asserted on account of the work are supplied to the could be asserted on account of the work are supplied to the could be asserted on account of the work are supplied to the could 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 besis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any replacement besis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any replacement besis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any replacement besis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any replacement besis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any replacement besis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any replacement besis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any replacement besides and the sufficient to avoid application of any replacement besides and the sufficient to avoid application of any replacement besides and the sufficient to avoid application of any replacement besides and the sufficient to avoid application of any replacement besides and the sufficient to avoid application of any replacement besides and the sufficient be coinsurance clause, and with a standard morigagee clause in tavor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender 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 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 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 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 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 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 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 favor of Lender, and the favor of 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 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 replacement exceeds \$500.00. Lender may, at its election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. It Lender elects to apply reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. The proceeds to restoration and repair, Grantor shall repair 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 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 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 Granfor as Grantor's interests may appear.

Unexpired insurance at 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.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the existing policy of insurance showing: (e) the amount of the policy; (d) the property insured, the existing policy of insurance showing: (e) the amount of the policy; (d) the property insured, the existing policy of insurance showing: (e) the amount of the policy; (d) the property insured, the existing policy of insurance showing: (e) the amount of the policy; (d) the property insured, the existing policy of insurance showing: (e) the amount of the policy; (d) the property insured, the existing policy of insurance showing: (e) the amount of the policy; (d) the property insured, the existing policy of insurance showing: (e) the amount of the policy; (d) the property insured, the existing policy of insurance showing: (e) the existing policy; (e) the existing policy; (e) the existing policy; (f) the

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 EXPENDITURES BY LENDEIR. 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 commenced that commenced that Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender commenced that commenced the Note from the Note from the date incurred or paid to the Lender's option, will (a) be payable on demand. (b) 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 (c) be treated as 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 any remedies to which I ender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to remades 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.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

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

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

Application of Net Proceeds. If all or any part 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, 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 Trustee 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 **Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notity 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 and to be represented 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, Fee; 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 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, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation taxes, as described below, together with all expenses incurred in recording the Deed of Trust. all taxes, fees, documentary stamps, and other changes for recording or registering this Deed of Trust.

Texas. 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 Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of peed of trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (b) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Incebtedness 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 Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same subsequent laxes. If any tax to which this section applies is enacted subsequent to the date or this beed or this, this event shall have the same effect as an Event of Default (as defined below), and Londer may exercise any or all of its available remedies for an Event of Default as provided effect as an Event of Default (as defined below), and Londer may exercise any or all of its available remedies for an Event of Default as provided above in the Taxes and Liens 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 suffisfactory to Lender.

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

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lendor 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, Granfor shall execute financing statements and take whatever other action is requested by Lender to perfect and continus Lender's security interest in the Ronts 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 at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

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

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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 made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the cash may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deads of trust, security deeds, security agreements, fir ancing statements, continuation statements, instruments of further assurance, certificates, and other documents its may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue or preserve (a) the obligations of Grantor and Borrows: under the Note, this Dead of Trust, and the Related Documents, and (b) the lens and security interests created by this Dead of Trust as first and prior tiens on 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. connection with the maiters 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 purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of rnaking, executing, delivering, filling, 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 Borrower pays all the Indebledrass when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file avidencing Lender's security interest in the Ronts 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 Borrower to make any payment when due on the Indebtedness.

Default on Other Payments. Fallure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or sales agreement, or any other agreement, or each of the Related Borrower's or any Gruntor's ability to repay the Loans or perform their respective obligations under this Deed of Trust or any of the Related

Compliance Default. Failure of Grantor or Borrowel 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.

Faise Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor or Borrower under this Deed of Trust, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collaterall:ration. This Doed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or tien) at any time and for any reason.

Death or Insolvency. The death of Grantor or Borrower or the dissolution or termination of Grantor or Borrower's existence as a going business, the insolvency of Grantor or Borrower, the appointment of a receiver for any part of Grantor or Borrower, any assignment for the benefit the insolvericy or crantor or borrower, the appointment or a receiver for any part or crantor or borrower's property, any assignment for the definition of craditors, any type of craditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or craditors, any type of craditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor

Foreclosure, Forfelture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or epreciosure, portenure, etc. Commencement of to sciosure or foreiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or foreigiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Granfor or Borrower under the terms of any other agreement between Grantor or Borrower and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor or Borrower to Lander, whether existing new 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 disputes the validity of, or liability under, any Guaranty of the Indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory and independent of the control of Default. to Lender, and, in doing so, cure the Event of Default.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith deems itself insecure.

Right to Cure. If such a failure is curable and if Grantor or Borrower has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after Lender of Trust within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after Lender of Trust within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after Lender of Trust within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after Lender of Trust within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after Lender of Trust within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after Lender of Trust within the preceding twelve (13) months are also as a second of the preceding twelve (13) months are a second of the preceding twelve (13) months are a second of the preceding twelve (14) months are a second of the preceding twelve (15) months are a second of the preceding twelve (15) months are a second of the preceding twelve (15) months are a second of the preceding twelve (15) months are a second of the preceding twelve (15) months are a second of the preceding twelve (15) months are a second of the preceding twelve (15) months are a second of the preceding twelve (15) months are a second of the preceding twelve (15) months are a second of the preceding twelve (15) months are a second of the preceding twelve (15) months are a second of the preceding twelve (15) months are a secon serios winten notice demanding oure or such talidie. (a) cures the talidie winten first days, or (b) if the cure talidies indicates winten from the continues and completes all reasonable and necessary steps sufficient days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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 Grantor or Borrower to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower 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 Proreciosure. With respect to all or any part of the Heal 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 Renta. Lender shall have the right, without notice to Grantor or Borrower, to take possession of and manage the Property and collect the Collect Henta. Lender shall have the right, without notice to Grantor or Borrower, to take possession of and manage the Property and collect the Pents, 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 Grantor irrevocably designates Lender as Grantor's attorney-in-lact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments 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 any proper grounds for the demand response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand response to Lender's response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand response to Lender's demand shall satisfy the obligations for which the payment are not the proceeds. existed. Lender may exercise its rights 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 Appoint mecawer. Lender shall have the right to have a receiver appointed to take possession or all or any part of the Property, win the power to protect and preasure the Property to operate the Property preceding 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 Indebtainess. 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 apparant value of the Property exceeds the Indebtainess by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor 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 Grantor 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 ten (10) days before the time of the sale or disposition.

Sale of the Property. To the extent permitted by applicable law, Grantor and Borrower hereby waive any and all rights to have the Property

marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Walver; Election of Romedies. A walver by any party of a breach of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy 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 Grantor or Borrower under this Deed of Trust after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and to exercise any of its remedies.

Attorneys' if-ses; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender which in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post–judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Granter also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

FOWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust.

Powers of Trustee. In addition to all powers of Trustile arising as a matter of law, 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, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (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 shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the 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.

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 required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Dead 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 Dead of Trust and by applicable law. This procedure for substitution of trustee 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 telefacsimile (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 foreclosure 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 Flelated Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of 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.

Annual Reports. If the Property is used for purposed other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

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 Dead of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Dead of Trust.

Merger. 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.

Multiple Parties. All obligations of Grantor and Borrower under this Deed of Trust shall be joint and several, and all references to Borrower shall mean each and every Borrower, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Deed of Trust.

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 circumstance, such finding shall not render that 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 on transfer of Grantor's Interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of their 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 Indeptedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indeptedness.

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

Walvers 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 deating between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

COMMERCIAL DIED OF TRUST. Grantor agrees with Lander that this Dead of Trust is a commercial deed of trust and that Grantor written consent.

DEED OF TRUST (Continued)

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EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS. GRANTOR: Anderspr Laving Trust del INDIVICIUAL ACKNOWLEDGMENT OFFICIAL SEAL OFFICIAL STAL
JEFFREY 8. BRADFORD
NOTARY PUBLIC-DREGON
COMMISSION NO. 300004
MY COMMISSION EXPIRES AFR. 21, 2011 COUNTY OF Klemm SOL NOWSE K FOLLS OF Residing at while in and for the State of Oregan REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid in full) _, Trustee The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and selisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any 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, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to: Seneficion/: Date:

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of a North-South county road bears South 88 degrees 47' West 360.0 feet; thence leaving said North boundary South 0 degrees 03' West on a line parallel to and 360.0 feet from the Easterly boundary of the said North-South county road a distance of 941.2 feet, more or less, to the true point of beginning, being entirely within the SE 1/4 NW 1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian.

PARCEL 2:

The following described property in the County of Klamath, State of Oregon, described as follows:

Beginning at a point 1,320 feet East and 916 feet North of an iron pin driven into the ground near the Southwest corner of the Northwest quarter of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, on the property of Otis V. Saylor, which pin is 30 feet East of the center of a road intersecting the Klamath Falls-Lakeview Highway from the North and 30 feet North of the center of said Highway; thence East 330 feet to a point; thence North 394.4 feet, more or less, to the North line of the Southeast quarter of the Northwest quarter (SE 1/4 NW 1/4) of said Section, Township and Range; thence West along said North line, 330 feet to a point on said line distant, East 30 feet from the said Northwest corner of said Southeast quarter of the Northwest quarter; thence South and parallel with the West line of said Southeast quarter, Northwest quarter, 394.4 feet, more or less, to the point of beginning.

LESS AND EXCEPT that portion of the above described parcels that lie within Tract 1304, Pleasant Vista.

CODE 43 MAP 3909-1BD TL 1900

PARCEL 3:

Beginning at an iron pin which is 30 feet North and 30 feet East of a brass plug marking the intersection of the centerline of the Klamath Falls-Lakeview Highway and county road to the North and South along the section line between Sections 1 and 2, Township 39 South, Range 9 East of the Willamette Meridian; thence East 1320.0 feet to an iron pipe marking the East boundary of a North-South county road (Patterson St.) and the South boundary of a county road (Simmers Ave.) to the East; thence along the South boundary of said county road to the East, North 88 degrees 55' East 1037.0 feet to a point; thence North 0 degrees 03' East 791.1 feet to an iron pipe which is the true point of beginning of this description; thence South Continued on next page

PARCEL 1:

The following described property in the County of Klamath, State of Oregon, described as follows:

Beginning at an iron pin which is 30 feet North and 30 feet East of a brass plug marking the intersection of the centerline of the Klamath Falls-Lakeview Highway and a county road to the North and South along the section line between Sections 1 and 2, Township 39 South, Range 9 East of the Willamette Meridian; thence East 1320.0 feet to an iron pipe marking the East boundary of a North- South County Road (Patterson Street) and the South boundary of a county road (Simmers Avenue) to the East; thence along the South boundary of said county road to the East, North 88 degrees 55' East, 330.0 feet to a point; thence leaving said county road boundary, North 0 degrees 03' East 370 feet to an iron pipe which is the true point of beginning; thence parallel to and 370.0 feet from said Southerly boundary of Easterly county road North 88 degrees 55' East 330 feet to an iron pipe; thence South 0 degrees 03' West 330.0 feet to an iron pipe which is on the Northerly boundary of said Easterly county road; thence along Northerly boundary of said Easterly county road North 88 degrees 55' East 40.0 feet to an iron pipe; thence leaving said Northerly boundary of Easterly county road, North 0 degrees 03' East 330.0 feet to an iron pipe; thence parallel to and 330.0 feet from said Northerly boundary of said Easterly county road North 88 degrees 55' East 337.0 feet to an iron pipe; thence North 0 degrees 03' East 97.6 feet to an iron pipe; thence North 0 degrees 03' East 42.0 feet to the centerline of the Enterprise Irrigation District Canal; thence Northerly along the centerline of said Enterprise Irrigation District Canal North 27 degrees 25' West 53.8 feet to a point; thence North 12 degrees 16' West 186.9 feet to a point; thence North 33 degrees 55 1/2' West 34.2 feet to a point; thence North 63 degrees 21' West 29.2 feet to a point; thence North 34 degrees 53' West 42.7 feet to a point; thence North 10 degrees 24' West 182.8 feet to a point; thence North 21 degrees 41 1/2' West 76.3 feet to a point; thence North 47 degrees 21 1/2' West 12.5 feet to a point; thence leaving said centerline of said canal, North 0 degrees 03' East 40.0 feet to an iron pin; thence North O degrees 03' East 193.8 feet to an iron pipe on the North boundary of the SE 1/4 NW 1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian; thence along the Northerly boundary of said SE 1/4 NW 1/4, South 88 degrees 47' West 502.0 feet to an iron pipe, from which an iron pipe marking the 1/16th corner and the centerline

88 degrees 55' West 95.0 feet to an iron pipe; thence South 88 degrees 55' West 20.3 feet to a point on the centerline of the Enterprise Irrigation District Canal; thence along the said centerline of said canal, South 34 degrees 53' East 9.3 feet; thence South 63 degrees 21' East 29.2 feet; thence South 33 degrees 55 1/2' East 34.2 feet; thence South 12 degrees 16' East 186.9 feet; thence South 27 degrees 25' East, 53.8 feet to a point; thence leaving the centerline of the Enterprise Irrigation District Canal, North 0 degrees 03' East 281.5 feet, more or less, to the true point of beginning, and lying in the SE 1/4 NW 1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

CODE 43 MAP 3909-1BD TL 400

PARCEL 4:

All of Tract 1304, PLEASANT VISTA, in the County of Klamath, State of Oregon. LESS AND EXCEPT Lots 8 and 22.

CODE 43 MAP 3909-1BD TL 2000 CODE 43 MAP 3909-1BD TL 2100 CODE 43 MAP 3909-1BD TL 2200 CODE 43 MAP 3909-1BD TL 2300 CODE 43 MAP 3909-1BD TL 2500 CODE 43 MAP 3909-1BD TL 2600 CODE 43 MAP 3909-1BD TL 2700 CODE 43 MAP 3909-1BD TL 2800 CODE 43 MAP 3909-1BD TL 2900 CODE 43 MAP 3909-1BD TL 3000 CODE 43 MAP 3909-1BD TL 3100 CODE 43 MAP 3909-1BD TL 3200 CODE 43 MAP 3909-1BD TL 3300 CODE 43 MAP 3909-1BD TL 3400 CODE 43 MAP 3909-1BD TL 3500 CODE 43 MAP 3909-1BD TL 3600 CODE 43 MAP 3909-1BD TL 3700 CODE 43 MAP 3909-1BD TL 3900 CODE 43 MAP 3909-1BD TL 4000 CODE 43 MAP 3909-1BD TL 4100 CODE 43 MAP 3909-1BD TL 4200 CODE 43 MAP 3909-1BD TL 4300 CODE 43 MAP 3909-1BD TL 4400 CODE 43 MAP 3909-1BD TL 4500

TRUST DATED OCTOBER 15, 1990

ANDERSON, TRUSTEE

State of Oregon, County of Klamath Recorded 6/02/99, at 3:27 p.m. In Vol. M99 Page 21806 Linda Smith, County Clerk

Fee & 50 - Sinda Smith.