Klamath Falls, OR 97601

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This Property is part of a condeminum project known as IMA.

ortrio Mills notion Quo-1461 a howomod Space Above THIS LINE FOR RECORDER'S USE THE COMP 215 REVOLVING CREDIT DEED OF TRUST (and Request for Notice of Default) LINE, OF, CREDITI MORTGAGE. THIS, DEED OF TRUST CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDER'A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST. THE MAXIMUM AMOUNT TO BE ADVANCED PURSUANT TO THE CREDIT AGREEMENT IS 10,000,00 FOR A SHORT OF THE CREDIT AGREEMENT IS ind demands, subject to encumbrances of record. THIS DEED OF TRUST is made on November 17, 1999 THIS DEED OF TRUST is made on No shared the pay when our property of the pay when our property is all promptly pay when our payment of the Kathy Thornton service of the Credit Agreement. Stands for Taxes and bravisace. Subject to applicable law, Lender, at Lender's applications are the condition of the condition Forest Products Fed Credit Union 2 a Muli ni bisg ena tauril to ben'd corporation organized and existing under the laws of United States Federal Gredit Union act numerobnos pribulon whose address is PO Box 1179 viscoy and to discovere ktamath Fails, 908 97801 to smar private prison and provide the private privat Angela in tabliquism book. One someware seems Coonies 1410 (herein "Lender"). subsety and from time to time by Lender on the basis of assessments and bills and SIN CONSIDERATION of the indebtedness herein recited and the trust herein created; 10 SECURE to Lender: It to peeb to appare more than the common and the terms and conditions of the LOANLINER Home (1) The repayment of all indebtedness due and to become due under the terms and conditions of the LOANLINER Home Equity, Plan, Credit, Agreement, and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Deed of Trust, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of the Credit Agreement, which advances will be of the Credit Agreement and Lender contemplate a series 130 Yea revolving nature and may be made repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Deed of Trust. The total outstanding principal balance owing at any one time under of repthe/Credit/Agreement/(not including finance charges thereon at a rate which may vary from time to time, and any other charges and collection costs which may be owing from time to time, and entered the credit Agreement) shall not exceed changes and conection, costs which may be owning from time to finance charges thereon at a rate which may vary as described in the Credit Agreementing and the alc(3) The performance of the covenants and agreements of Borrower herein contained; if alconnn:BORROWER, irreyocably, grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Klamatha and to be said to be s and and to pay sold taxes, useessments, insuingero, to state, and around source VICITA Portion of AE174 SE1740 Section 32, Township 39 South Range 9 East of the Williamette Meridian, Klamath 29X County) Gregon | Charaction | Service | Drain Ditchy EXCEPTING | THEREFROM that portion | Service | Drain Ditchy EXCEPTING | THEREFROM that portion Indic deeded (to) the United States of America by Deed recorded in Deed Book 37, (page: 438, pand Deed Book 97, page: 488, 20022 Microfilm Records of Klamathicounty presented as stromysq arom to ano in youspited and go exem or viscesses Then payment in full of all sums secured by this Deed or Trust, Lender shall promptly returnd to Borrower in Full of all sums secured by this Deed in Property is sold or the Property is otherwise in Funds held by Lender II under paragraph 22 hereof the Property is sold or the Property is otherwise required by Lender, Lender shall apply, no later than immediately prior to the sale of the Eroperty or its sequinition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured 3. Application of Psyments. Unless applicable law provides otherwise, all psyments received by Lender by this Deed of Trust. ander the Credit Agreement and paragraphs I and 2 hereof shall be applied by Lender first in payment of mounts payable to Lender by Borrower, under paragraph 2 hereof, second, (in the order Lender chooses) to any mance charges, other charges and collection costs owing, and third, to the principal balance under the Credit

which has the address of = 10340 Tingley Ln.

inder any muricage, deed of trust of other security agreement with a lien which has priority over this Deed of Klamath Fall(grain and stend from the extent to the extent that any stallar later that any stallar later than the extent that the e

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Shorth Falls, 29 97601

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures, all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust, and all of the foregoing, together, with said property (or the leasehold estate if this Deed of Trust is on a leasehold are hereinaften referred to as the "Property".

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This Property sincludes Borrower's unit and all Borrower's rights in the common elements of the condominium project.

This Property Islin a Planned Unit Development known as N/A) GREG TIGERS DIVING TOWN

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Borrower and Lender covenant and agree as follows:

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Finance Charges and Other Charges. Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection

costs as provided in the Credit Agreement.

2. Funds for Taxes and Insurance. Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Deed of Trust are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance and flood insurance, if applicable, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender: 130 annihing her around the first truth of the solution of the deposits of accounts of which

are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so wholding and complying the Funds, canalyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust, year year about a terms at the con-

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly Installments of Funds 32 for the amount of the Funds cheld by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount

necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured

by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Credit

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4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be made to Lender under paragraph 2, Borrower shall pay or cause to be paid all taxes,

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assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been

paid when due. Such and the bear the paid when due as a part to be of the paid when due. The paid the paid when due as a part to be of the other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Deed of Trust.

provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in, a form, acceptable to Lender and shall include, a standard mortgage clause in favor of and in a form acceptable to Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make proof of loss if not made promptly by Borrower. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender, to the extent of all sums secured by this Deed of Trust, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Deed of Trust. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration

or repair of the Property or to the sums secured by this Deed of Trust.

Or Preservation, and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.

Borrower shall keep, the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development. Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent

documents, pabric amitabilido s jawono de discultado la libra lavono de decencia de la libra lavono de la libra la libra la libra lavono de la libra this Deed of Trust or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys, fees, and take such action as is necessary to protect Lender's interest. Any, amounts, disbursed, by Lender, pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, shall become additional indebtedness of Borrower secured by this Deed of Trust, Unless Borrower, and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting; payment thereof. Nothing contained in this paragraph 7 shall require Lender to incurrany expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure rany, breach, Borrower, may, have committed of any covenant or agreement under this Deed of Trust. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender, to, such lienor, nothing the light Bot ligh

Property, provided, that Lender, shall, give Borrower notice prior, to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

[10] 9.3. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust, or other security agreement with a lien

which has priority over this Deed of Trust posing and officer for Box transposing of the time for payment or 10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest, of Borrower, shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any, demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender, in exercising, any right, or remedy, hereunder, or otherwise, afforded by applicable law, shall not be a waiverlot of brechige the exercise of sun such tight of temedy. Themse, Area some property to up and some particles of the pa

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11: Successors and Assigns Bound; Joint and Several Liability: Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Credit Agreement, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable under the Credit Agreement or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify? forbear? or make any other accommodations or amendments with regard to the terms of this Deed of Trust of the Credit Agreement; without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice 12. Notice. Except for any notice required under applicable law to be given in another manner, tar any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified to Borrower at the Property Address or at such other address as Borrower may designate by mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender shall be given by certified mail to Lender's notice to Lender and herein or to such other address as Lender may designate by notice to Borrower as provided address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to borrower of Lender

13. Governing Law: Severability. The state and local laws applicable to this Deed of Trust shall be the laws when given in the manner designated herein. of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust or the Credit Federal law to this Deed of Trust or the Credit law to this Deed of Trust or the Credit law to this Deed of Trust or the Credit law to this Deed of Trust or the Credit law to this Deed of Trust or the Credit law to this Deed of Trust or the Credit law to this Deed of Trust or the Credit law to this Deed of Trust or the Credit law to this Deed of Trust or the Credit law to this Deed of Trust or the Credit law to this Deed of Trust or the Credit law to this Deed of Trust or the Credit law to this Deed of Trust or the Credit law to this Deed of Trust or the Credit law to the Credit la Agreement conflicts With applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Credit Agreement are declared to be severable. As used herein, "costs," include all sums to the extent not prohibited by applicable law or limited rexpenses on both actionneys? fees include all sums to the extent not prohibited by applicable law or limited herein.

14. Prior Mortgage or Deed of Trust; Modification; Future Advance: Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Deed of Trust by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender. In 15. Borrower's Copy. Borrower'shall be furnished a copy of the Credit Agreement and a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

16. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender, Lender, at Lender's option may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights claims of defenses which Borrower may have against parties who supply labor, materials of services in connection with improvements made to the Property and the services in connection with improvements made to the Property and the services and the services in connection with improvements made to the Property and the services and the services are services in connection with improvements made to the Property and the services are services and the services are services as a service and the services are services as a service and the services are services as a service and the services are services and the services are services as a service and the services are services are services as a service and the services are services and the services are services are services are services and the services are services as a service and the services are services are services and the services are servi

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18 Waiver of Statutes of Limitation: Borrower hereby waives, to the full extent permitted by law, statutes of limitation as a defense to any demand or obligation secured by this Deed of Trust

19 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 in a very law to select or the benefit of benefit of the angular transfer as your law one written consent of Lender in your law one busy him our labely benefit of the consent of the written consent of Lendering vos to an

20. Notice of Transfer of the Property; Advances after Transfer. Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property: Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

To Jeven if Borrower transfers the Property. Borrower will continue to be obligated under the Credit Agreement and this Deed of Trust unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the proposed transfer of as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign and assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement will all to more than the person signing it to receive advances under the Credit Agreement will be not some that the person signing it to receive advances under the Credit Agreement.

21. Transfer of the Property! Subject to applicable law, Lender shall have the right to accelerate, that is, to demand inimediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the Written consent of Lender Sells or transfers all or part of the Property or any rights in the Property

The written consent of Lender, sells of transfers all of part of the Property of any rights in the Property.

[123] If Lender exercises The option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within within Which Borrower may pay the sums declared due. If Borrower falls to pay those sums prior to the within Which Borrower, invoke any remedies expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 22 hereof.

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22. Default; Termination and Acceleration; Remedies. Each of the following events shall constitute an event of default ("event of default") under this Deed of Trust: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Deed of Trust or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Deed of Trust. If an event of default occurs, then prior to exercising any right or remedy provided for in this Deed of Trust and prior to acceleration, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the event of default; (2) the action required to cure such event of default; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such event of default must be cured; and (4) that failure to cure such event of default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of an event of default or any other defense of Borrower to acceleration and sale. If the event of default is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in

this paragraph 22, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of the sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facia evidence of the truth of the statements made therein. Trustee shall apply the pioceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the

person or persons legally entitled thereto.

person or persons legally entitled thereto.

23. Borrower's Right to Reinstate Notwithstanding Lender's acceleration of the sums secured by this Deed

25. Borrower's Right to Reinstate Notwithstanding Lender's acceleration of the sums secured by this Deed

26. Trust due to Borrower's default, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before the sale of the Property pursuant to the power of sale contained in this Deed of Trust.or/(ii) entrylofa judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Credit Agreement had no acceleration occurred; (b) Borrower cures all events of default; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 22 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's cobligation to pay the sums secured by this Deed of Trust shall (continue unimpaired.) Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred to beed of bernand this section and this section and this peak of the section and this peak of the section and t 20024 Reconveyance. This Deed of Trust secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Credit Agreement. When Borrower (1) has paid all sums secured by the Deed of Trust and (2) has requested that the revolving line of credit be canceled, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and the Credit Agreement.

Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. To the extent permitted by law, Lender may charge Borrower a fee for such reconveyance and require Borrower to pay 25. Substitute Trustee. In accordance with applicable law, Lender may from time to time remove Trustee costs of recordation, if any. and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by

26. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes.
27. Attorneys' Fees. As used in this Deed of Trust and in the Credit Agreement, "attorneys' fees" shall applicable law. include attorneys' fees, if any, which shall be awarded by an appellate court.

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