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or IN CONSIDERATION of the indebtedness herein. TO SECURE to Lender:	recited and the trust herein created
TO SECURE to Lender:	The state of the s
The repayment of all indebtedness due and	to become due under the terms and conditions of the LOANLINER Home
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Deed of Trust, and all modifications, ame	ndments, extensions and renewals thereof these tile same day as this
Lender has agreed to make advances to Born	rower under the terms of the Credit Agreement which educ Agreement")
of advising flature and may be made; repaid;	Lending Disclosures made by Borrower and dated the same day as this indments, extensions and renewals thereof (herein "Credit Agreement"), ower under the terms of the Credit Agreement, which advances will be of and remade from time to time. Borrower and Lender contemplate a series frust. The total outstanding principal halance owice.
it as the Credit Agreement (not including finance of	rust, (The total outstanding principal balance owing at any one time under charges; thereon at a rate which may vary from time to time, and any other
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19 10,000,00)." I hat sum is referred to	herein as the Maximum Principal Balance and referred to in the Credit
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12/11 ne payment of all other sums advanced in	herein as the Maximum Principal Balance and referred to in the Credit ndebtedness under the Credit Agreement; if not sooner paid, is due and accordance herewith to protect the security of this Dood of Trans.
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DUNNUWER, Iffevocably grants and conveys to	vary as described in the Credit Agreement and an included must, with ments of Borrower herein contained; a summand to the following described property State of Oregon:
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inder any mortgage, deed of rust or other security agreement with a lien which has priority over this fleed of Klamath Falts is von tarif treats ent of many 3 and period storagon; 97601; of 3 (herein "Property Address"); of the care of t clinguistions are to be made to Lengeboogister paragraph 2, Borrower shall pay (ki2) ause to be paid all taxes;

which has the address of 220 Grant Street

sgreensint.

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 hereinafter referred to as the "Property". andth Falls, DR 97501:

Complete if applicable:

This Property is part of a condominium project known as N/A

This Property includes Borrower's unit and all Borrower's rights in the common elements of the

This Property Islin a Planned Unit Development known as The CARLE DEED CARLE TO CARL

Borrower coverants 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.

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 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

If Borrower pays, Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which institutional Lender. 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 soviholding and applying the Funds, analyzing said account for 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 Eunds 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. The year doctor was a re-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. If the amount of the Funds held 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

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender by this Deed of Trust. 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

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, 46839

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.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," floods, and such other hazards as Lender may require unless other hazards as Lender may require unless 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.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; The insurance carrier providing the insurance shall be chosen by bollows subject and renewals thereof shall provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall provided, that such approval shall not be unreasonably withheld. be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender 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. hold for the feasible to settle a claim for insurance carrier offers to settle a claim for insurance 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 your To be 6... 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

uments, ready agricefild; a level of the little light bewored anemosph med minerale second in 7, Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in documents. 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 incur, any, expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any, 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, non-hubened tests assumed a version of the lender, to color of the light and linspection of the light and linspections of the 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 a behavior as a section of consequential, in connection 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.

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 waiver of or preclude, the exercise of any such right of remedy, morning was aspect, boned doubt o notation

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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 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 Trust e under the terms of this Deed of Trust, (b) is not personally liable under the Credit Agreement (b) is not personally liable under the Credit Agreement (c) and convey that Borrower's interest in the Property to Trust e 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, or under this been of Trust; and to agrees that Lender and any other accommodations or amendments with regard to the terms of this Deed of Trust or 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, (a) 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 notice to Lender shall be given by certified mail to Lender's notice to Lender shall be given by certified mail to Lender's laddress stated 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 or Lender herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender

13: Governing Law: Severability. The state and local laws applicable to this Deed of Trust shall be the laws when given lin the manner designated herein and of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of rederal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or 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," of this Deed of Trust and the Credit Agreement are declared to be severable. As used herein, "costs," expenses "loand." attorneys" fees include all sums to the extent not prohibited by applicable law or limited herein of the law of limited by applicable law or limited herein of the law of limited herein of law of limited herein of the law of limited herein of law of law of limited herein of law of la

14. Prior Mortgage or Deed of Trust; Modification; Future Advance. Borrower shall not enter into any 14. Prior Mortgage or Deed of Trust, Modification; Puture Advance, Borrower Stidi Hot enter into dry 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

mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

this Deed of Trust at the time of execution of after recordation hereof:

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 Loan Agreement. Borrower shall fulfill all of Borrower may enter into with Lender. Lender, 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 or defenses which Borrower may have against parties who supply labor, materials of services in connection with improvements made to the Property.

In the homestead exemption. To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Deed of Trust.

of limitation as a defense to an sums secured by this Deed of Trust.

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. My the benefit and the capacity of the benefit of Lender in any capacity, without the written consent of Lender. My the to selbomes and attitute all to the or possion as a capacity.

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

121: Transfer of the Property. Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate 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.

It 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 which Borrower may pay the sums declared due. If Borrower falls to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 22 hereof.

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 repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's right or remedy provided for in this Deed of Trust. If an event of default occurs, then prior to exercising any notice to Borrower as provided in paragraph 12 hereof specifying: (1) the event of default; (2) the action Borrower, by which such event of default must be cured; and (4) that failure to cure such event of default on or sale of the Property. The notice shall further inform Borrower of the sums secured by this Deed of Trust and right to bring a court action to assert the nonexistence of an event of default or any other defense of Borrower at Lender's option, may declare all of the sums secured by this Deed of Trust and right to bring a court action to assert the nonexistence of an event of default or any other defense of Borrower at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable 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 demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and 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 reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees person or persons legally entitled thereto.

23. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's default, Borrower shall have the right to have any proceedings begun by Lender to of the Property pursuant to the power of sale contained in this Deed of Trust of (ii) the fifth day before the sale 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 contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 22 may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force

and remade from time to time, under the terms of the Credit Agreement. When Borrower (1) has paid all sums request Trustee to reconvey the Property and shall surrender this Deed of Trust and the Credit Agreement. Trustee shall 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 costs of recordation if any 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 and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the applicable law.

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 include attorneys' fees, if any, which shall be awarded by an appellate court.

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