

After Recording, Return to:

Heather M. Walloch
Doyle, Gartland, Nelson, McCleery & Wade, P.C.
44 Club Road, Suite 200
Eugene, Oregon 97401

State of Oregon, County of Klamath
Recorded 06/21/05 9:50 a m
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Linda Smith, County Clerk
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LINE OF CREDIT TRUST DEED

THIS TRUST DEED, made June 8, 2005, between TIMOTHY ALAN DUY and HEATHER M. WALLOCH as Grantors, FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON as Trustee, and ALAN DUY AND GENIE DUY, jointly, as Beneficiary.

WITNESSETH:

GRANTORS IRREVOCABLY grant, bargain, sell and convey to Trustee in trust, with power of sale, the property in Klamath County, Oregon, generally known as 141343 Elk Haven Way, Crescent Lake, Oregon and further described as Lot 21 in Block 5 of Tract 1119, Leisure Woods - Unit 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon (the "Property"), together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in any ways now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with the Property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantors herein contained and payment of the maximum sum of \$240,000, plus interest thereon according to the terms of a promissory note ("Note"), payable to Beneficiary or order and made by Grantors, the final payment of principal and interest thereof, if not sooner paid, to be due and payable in full on the earlier of: (a) thirty years from the date on which the first full payment (as defined in the Note) is due; (b) June 1, 2036; or (c) the sale or transfer of the Property.

THE DATE OF MATURITY of the debt secured by this instrument is the date, stated above, on which the final installment of the Note becomes due and payable. Should the Grantors either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the Property or all (or any part) of Grantors' interest in it without first obtaining the written consent or approval of the Beneficiary, then, at the Beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable. The execution by Grantors of an earnest money agreement does not constitute a sale, conveyance or assignment.

TO PROTECT THE SECURITY of this Trust Deed, Grantors agree:

1. To protect, preserve and maintain the Property in good condition and repair, not to remove or demolish any building or improvement thereon, and not to commit or permit any waste of the Property.

2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property; if the Beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the Beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the Beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the Property against loss or damage by fire and such other hazards as Beneficiary may from time to time require, in an amount not less than the full insurable value, written in companies acceptable to the Beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the Beneficiary as soon as insured; if the Grantors shall fail for any reason to procure any such insurance and to deliver the policies to the Beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the Beneficiary may procure the same at Grantors' expense. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected, or any part thereof, may be released to Grantors. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep the Property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the Property before any part of such taxes, assessment and other charges become past due or delinquent and promptly deliver receipts therefor to Beneficiary; should the Grantors fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by Grantors, either by direct payment or by providing Beneficiary with funds with which to make such payment, Beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the Note secured hereby, together with the obligations described in paragraphs 6. and 7. of this Trust Deed, shall be added to and become a part of the debt secured by this Trust Deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the Property hereinbefore described, as well as the Grantors, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the Beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this Trust Deed.

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the Trustee incurred in connection with or in enforcing this obligation and Trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of Beneficiary or Trustee; and in any suit, action or proceeding in which the Beneficiary or Trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the Beneficiary's or Trustee's attorney's fees; the

amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, Grantors further agree to pay such sum as the appellate court shall adjudge reasonable as the Beneficiary's or Trustee's attorney's fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of the Property shall be taken under the right of eminent domain or condemnation, Beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by Grantors in such proceedings, shall be paid to Beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by Beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and Grantors agree, at their own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon Beneficiary's request.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this deed and the Note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, Trustee may (a) consent to the making of any map or plat of the Property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien of charge thereof; (d) reconvey, without warranty, all or any part of the Property. The Grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by Grantors hereunder, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

11. The entering upon and taking possession of the Property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by Grantors in payment of any indebtedness secured hereby or in Grantors' performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the Beneficiary may declare all sums secured hereby immediately due and payable. In such an event the Beneficiary may elect to proceed to foreclose this trust deed in

equity as a mortgage or direct the Trustee to foreclose this trust deed by advertisement and sale, or may direct the Trustee to pursue any other right or remedy, either at law or in equity, which the Beneficiary may have. In the event the Beneficiary elects to foreclose by advertisement and sale, the Beneficiary or the Trustee shall execute and cause to be recorded a written notice of default and election to sell the Property to satisfy the obligation secured hereby whereupon the Trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.705 to 86.795.

13. After the Trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the Trustee conducts the sale, the Grantors or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the Beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with Trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The Trustee may sell the Property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the Trustee, but including the Grantors and Beneficiary, may purchase at the sale.

15. When Trustee sells pursuant to the powers provided herein, Trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the Trustee and a reasonable charge by Trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the Trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the Grantors or to any successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any Trustee named herein or to any successor Trustee appointed hereunder. Upon such appointment, and without conveyance to the successor Trustee, the latter shall be vested with all title, powers and duties conferred upon any Trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, which, when recorded in the mortgage records of the county or counties in which the Property is situated, shall be conclusive proof of proper appointment of the successor Trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Grantors, Beneficiary or Trustee shall be a party unless such action or proceeding is brought by Trustee.

18. The Grantors covenant and agree to and with the Beneficiary and the Beneficiary's successor in interest that the Grantors are lawfully seized in fee simple of the real Property and has a valid, unencumbered title thereto, except liens and encumbrances of record, and that the Grantors will warrant and forever defend the same against all persons whomsoever.

19. This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term Beneficiary shall mean the holder and owner, including pledgee, of the Note secured hereby, whether or not named as a beneficiary herein.

IN WITNESS WHEREOF, the Grantors have executed this instrument the day and year first above written.

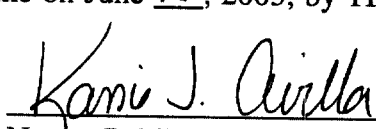

TIMOTHY ALAN DUY


HEATHER M. WALLOCH

STATE OF OREGON)
) ss.
County of Lane)

This instrument was acknowledged before me on June 16, 2005, by TIMOTHY ALAN DUY.




Notary Public for Oregon

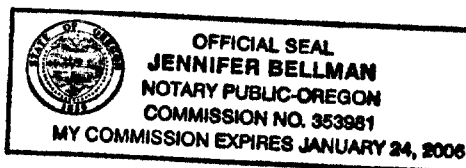
STATE OF OREGON)
) ss.
County of Lane)

This instrument was acknowledged before me on June 8th, 2005, by HEATHER M. WALLOCH.


Notary Public for Oregon

Grantors:

Timothy Alan Duy
Heather M. Walloch
818 Martin Street
Eugene, Oregon 97405



Beneficiary:

Alan Duy
Genie Duy
3369 Bentley Avenue
Eugene, Oregon 97405

REQUEST FOR FULL RECONVEYANCE

TO: First American Title Insurance Company of Oregon, Trustee

The undersigned, Alan Duy and Genie Duy, are the Beneficiaries of that Trust Deed dated June 8, 2005, recorded on _____, as Instrument/Reception No. _____ in the Official Records of Klamath County, Oregon, in which First American Title Insurance Company of Oregon is Trustee and Heather M. Walloch and Timothy Alan Duy are Grantors.

When you have been delivered this Request for Full Reconveyance, all obligations secured by the Trust Deed will have been fully satisfied. Upon receipt of this request you are irrevocably directed to reconvey without warranty to the parties designated by the terms of said Trust Deed the estate now held by you under the same. Please deliver the recorded reconveyance to Heather M. Walloch and Timothy Alan Duy at 818 Martin Street, Eugene, Oregon, 97405.

DATED: _____, 20__.

Beneficiaries