

2014-007497

Klamath County, Oregon 07/16/2014 03:29:12 PM

Fee: \$97.00

# **RECORDING COVER SHEET** (Please print or type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, and does NOT affect the instrument.

After recording return to:					
Northwest FCS – Klamath Falls					
300 Klamath Avenue, Suite 200					
Klamath Falls, OR 97601-6308					
1. Title(s) of the transaction(s)		This space reserved for use by Recording Office			
Line of Credit Deed of Trust					
2. Direct Party / Grantor(s) Hyde, Gerda V., PO Box 371, Chiloquin, OR 97624					
Hyde, Dayton O., PO Box 371, Child					
The Hyde Family Limited Partnershi					
Dayton O. Hyde Revocable Trust, PC					
Gerda V. Hyde Revocable Trust, PO	Box 371, Chiloquin, OR 9'	7624			
3. Indirect Party / Grantee(s)					
Northwest Farm Credit Services, FLO	CA				
4. True and actual consideration:					
\$ 642,780.00					
5. Previously recorded document r	eference:				
~ ~ ~		•			
6. If this instrument is being re-rec	orded complete the follow	ying statement:			
Rerecorded at the request of					
to correct					
previously recorded in book	and page	, or as fee number .			



### **Line of Credit Deed of Trust**

This is a Construction Loan Deed of Trust. The maximum principal amount to be advanced under the Loan Documents may be exceeded by advances to complete construction pursuant to ORS §86.155(2)(c).

NOTICE: THIS DEED OF TRUST IS A LINE OF CREDIT INSTRUMENT. THE MAXIMUM PRINCIPAL AMOUNT TO BE ADVANCED UNDER THE LOAN DOCUMENTS (AS DEFINED HEREIN) IS \$642,780.00 IN ADDITION, THIS DEED OF TRUST SECURES ALL OTHER INDEBTEDNESS EVIDENCED BY THE LOAN DOCUMENTS OR OTHERWISE CREATED IN CONNECTION WITH THIS DEED OF TRUST, WHICH INDEBTEDNESS IS POTENTIALLY UNLIMITED. THE LOAN DOCUMENTS PROVIDE FOR LOAN MATURITY DATES AS LATE AS 02/01/2027 (EXCLUSIVE OF THE OPTION TO RENEW OR EXTEND).

On July 1, 2014, The Hyde Family Limited Partnership, a Limited Partnership, Dayton O. Hyde Revocable Trust, under Trust Agreement dated February 12, 1979, Gerda V. Hyde Revocable Trust, under Trust Agreement dated February 12, 1979, and Gerda V. Hyde and Dayton O. Hyde, a married couple, hereinafter called Grantors, whose address is

PO Box 371 Chiloquin, OR 97624

grant, convey, warrant, transfer and assign to AmeriTitle, a corporation, hereinafter called Trustee, whose address is PO Box 5017, Klamath Falls, OR 97601, in trust with power of sale for the benefit of Northwest Farm Credit Services, FLCA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Beneficiary, whose address is 1700 South Assembly Street, P.O. Box 2515, Spokane, Washington 99220-2515, property in Klamath County(ies), State of Oregon, more particularly described as follows (the "Land"):

## Parcel A:

In Township 32 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon:

Section 36: S1/2SE1/4NE1/4, SW1/4NE1/4, N1/2N1/2SE1/4, N1/2NE1/4SW1/4

In Township 32 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon:

Section 17: W1/2NE1/4, W1/2, W1/2SE1/4,

EXCEPTING THEREFROM the Northerly 30 feet of the N1/2NW1/4 lying Westerly of the Williamson River, conveyed to Sand Creek Ranch by Bargain and Sale Deed recorded December 28, 1984 in Book M84, page 21613, Microfilm Records of Klamath County, Oregon.

Section 20: W1/2E1/2, W1/2

Section 29: W1/2NE1/4, NW1/4, S1/2

Section 31: NE1/4NE1/4, S1/2NW1/4NE1/4, SW1/4NE1/4, S1/2NE1/4NW1/4, SE1/4NW1/4,

Government Lot 2

Section 32: All

In Township 33 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon:

Line of Credit Deed of Trust (Gerda V. Hyde/Note No. 6217688, 6012870, 6012871 & 6012872)

Section 35: E1/2SW1/4, SE1/4

In Township 33 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon:

Section 4: W1/2SW1/4

Section 5: All

Section 8: NE1/4, N1/2S1/2, NW1/4

Section 9: W1/2NW1/4, N1/2NW1/4SW1/4

In Township 34 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon:

Section 2: W1/2SE1/4, Government Lot 1, SE1/4NE1/4

Section 11: W1/2NE1/4, SW1/4

#### Parcel B:

In Township 33 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon:

Section 9: W1/2W1/2SE1/4NW1/4 and W1/2NW1/4NE1/4SW1/4

#### Parcel C:

Parcels 1 and 2 of Land Partition 44-10, being a replat of Parcels 1 and 2 of "Minor Partition No. 50-84", situated in the N1/2 of Section 22 and in Section 15, Township 34 South, Range 9 East, Willamette Meridian, filed December 14, 2011 in Volume 2011-013779, Records of Klamath County, Oregon.

Map Tax Lot:	Property ID:	Code No.
3210-00000-00600-000	103328	008
3211-00000-00600-000	107841	008
3309-00000-00600-000	96112	008
3311-00000-00200-000	107930	800
3311-00000-00201-000	873947	800
3311-00900-00200-000	860964	008
3311-00900-00201-000	873946	008
3311-00900-00600-000	791432	008
3409-00000-00200-000	210462	008
3409-00000-00300-000	210471	008
3409-00000-00900-000	210587	008
3409-00000-01200-000	210612	008
3409-00000-01700-000	210774	008;

and including all buildings, structures, wells and other improvements now or hereafter located on the Land, including, but not limited to the fixtures (as described below), and all other equipment, machinery, appliances, goods and other articles attached to such buildings and other improvements; all fixtures (including without limitation, goods that are or become so related to the Land that an interest in them arises under the real estate law) and any additions or replacements now or hereafter located on, attached to, installed in or used in connection with the Land; all personal property, appliances, equipment and goods now or hereafter owned or possessed by Grantors located upon, in, or about or used in connection with the Land or improvements; all rights, rights-of-way, easements, licenses, profits, claims, demands, privileges, grazing privileges, leases, rents, issues, tenements, hereditaments, and appurtenances now owned or hereafter acquired by Grantors and used in connection with the Land and the improvements or as a means of access to either or both, (including without limitation all rights over the property of

third persons which are related thereto, private roads, water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever and howsoever evidenced, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating, elevating and irrigating apparatus, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called the "Property."

The following described Note(s), Membership Agreements, security documents and any other documents or instruments signed in connection with the note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." "Advances" shall include any amounts provided under the terms of the Loan Documents and any amounts expended by Beneficiary to protect the Property or enforce its rights under the Loan Documents. This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any Loan Documents, and payment of the indebtedness under the terms of the Note(s) made to the order of Beneficiary, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof:

DATE OF NOTE	PRINCIPAL AMOUNT	FINAL INSTALLMENT DATE
July 1, 2014	\$71,680.00	August 1, 2019
June 29, 2005	\$386,500.00	February 1, 2026
October 16, 2006	\$132,700.00	February 1, 2027
April 30, 2007	\$51,900.00	April 1, 2022

In addition, this Deed of Trust is intended to secure future loans and advances made by Beneficiary, no matter how evidenced. The continuing validity and priority of this Deed of Trust for future loans and advances shall not be impaired by the fact that at certain times no outstanding indebtedness to Beneficiary nor commitment from Beneficiary to make future loans exist.

The terms of the Note(s) and Loan Documents, described above, provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated.

Grantors and each of them REPRESENT, WARRANT, COVENANT and AGREE:

- 1. That they have title to the Property free from encumbrances, except as otherwise previously disclosed, they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever; and they agree this covenant shall not be extinguished by foreclosure or other transfers. Grantors authorize Beneficiary to file a financing statement and any continuations thereof, describing any personal property or fixtures described herein, without further signature by Grantor.
- 2. That this Deed of Trust also constitutes a Security Agreement granting Beneficiary a security interest in any and all personal property described above.
- 3. To keep all buildings and other improvements, now or hereafter existing, in good repair; not to remove or demolish or permit the removal or demolition of any building or other improvement; to restore promptly in a good and workmanlike manner, any building or improvement, which may be damaged or destroyed; to maintain and cultivate the Property in a good and husbandlike manner; not to change or permit change in the use of the Property; and not to do anything which would reduce the value of the Property; and Beneficiary shall have the right to enter upon the Property to make full inspection of the Property.
- 4. To maintain casualty insurance, naming Beneficiary as loss payee, on all buildings and improvements, against loss or damage by fire or other risks; to maintain liability insurance; to obtain flood insurance at any time it is

determined that any building or improvement is located, in whole or in part, within a special flood hazard area; to pay all premiums and charges on all such insurance when due; and to provide Beneficiary satisfactory evidence of such insurance upon request. All such insurance shall be in such form(s), with such company(ies) and in such amount(s) as shall be satisfactory to Beneficiary.

- 5. To pay all debts and money, secured hereby, when due; to pay, when due, all taxes, assessments, rents and other charges upon the Property and to suffer no other encumbrance, charge or lien on the Property, which would be superior to this Deed of Trust, except as stated above.
- 6. To specifically assign and deliver to Beneficiary all rents, royalties, damages and payments of every kind, including without limitation insurance reimbursements and condemnation awards, at any time accruing, for any transfer, loss or seizure of the Property, any portion thereof or any rights therein; Beneficiary may, at its option, apply such amounts in any proportion to any of the indebtedness hereby secured; and application or release of such amounts shall not cure or waive any default or notice of default or invalidate any act done pursuant to such notice.
- 7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and its use, including without limitation all environmental laws; not to use or permit the use of the Property for any unlawful or objectionable purpose or for any purpose that poses an unreasonable risk of harm, or that impairs or may impair the value of the Property, or any part thereof; not to apply residue from waste water treatment facilities to the Property without prior written notice to Beneficiary; to remedy any environmental contamination or violation of environmental laws that may occur or be discovered in the future; to allow Beneficiary access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Beneficiary shall be for Beneficiary's purposes only and shall not be construed to create any responsibility or liability on the part of Beneficiary to Grantors or to any other person); to forward copies of any notices received from any environmental agencies to Beneficiary; to provide Beneficiary copies of any independent test or inspection reports on the environmental status of the Property; and to indemnify and hold Beneficiary, its directors, employees, agents and its successors and assigns, harmless from and against any environmental claims of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, attorney's fees.
- 8. That neither Grantors nor, to the best of Grantors' knowledge, any prior owner has created or permitted conditions on the Property, which may give rise to environmental liability; no enforcement actions are pending or threatened; no underground tanks are located on the Property except as already disclosed; any such underground tanks currently or previously located on the Property do not now and never have leaked and no contaminated soil is located on the Property; and Grantor's representations, warranties, covenants and indemnities herein and in the Loan Documents shall survive satisfaction of the Note(s) and Loan Documents, foreclosure of this Deed of Trust, acceptance of a deed in lieu of foreclosure or any transfer or abandonment of the Property.
- 9. To perform all terms and conditions of each water or other contract, described above, if any, and to promptly pay all sums due or to become due under each contract so that no delinquency or default will occur under such contract(s); not to apply or enter into any federal, state or local program which limits or restricts the use of the Property, in any way without prior written consent of Beneficiary; to perform all acts necessary to perfect and maintain any water permit, certificate, license or other water interest, however designated, described in or used in conjunction with the real property described above; any assignment of any such interest during the term of this Deed of Trust, naming Beneficiary as an assignee shall be for security purposes and shall not alter Grantors' obligations hereunder; and any failure of Grantors to perform any such obligation shall constitute an event of default.
- 10. That the term "Grazing Rights," as hereinafter used refers to that portion of the Property, if any, consisting of grazing leases, permits, licenses, privileges, and preferences, or any of them, which have or will be assigned,

conveyed or waived to Trustee or Beneficiary, together with any additions, renewals, replacements or substitutions thereof; if any portion of the Grazing Rights is a leasehold interest in state lands, such leasehold shall be considered to be real property; such leasehold and all other real property portions of the Property constitute a single operating unit; and in the event of foreclosure, Beneficiary shall have the right to have such leasehold and the other real property sold as a unit and not in parcels; any statements and representations in any applications for Grazing Rights are true and correct; Grantors have received no notice that the Grazing Rights have or are to be terminated, cancelled or modified; and any termination or cancellation of any of the Grazing Rights shall constitute an event of default under this Deed of Trust.

- 11. To execute any instrument deemed necessary by the Beneficiary to assign, convey or waive such Grazing Rights to the Trustee; to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing the Grazing Rights; to take no action which would adversely affect the Grazing Rights; to procure renewals of the Grazing Rights upon or prior to their expiration date; to operate the lands covered by the Grazing Rights in conjunction with the other real estate portion of the Property and not to convey or attempt to convey either separately; to forward to Beneficiary copies of any notices received by Grantors regarding the Grazing Rights; and in the event of foreclosure of this Deed of Trust, to waive all claims for preference in the Grazing Rights upon demand from the purchaser of the Property at Trustee's or foreclosure sale, or from any successor to such purchaser.
- 12. That if the Property is within an irrigation block and/or subject to water service contract(s) governed by the provisions of "Federal reclamation law," and the regulations issued thereunder, Grantors shall comply with the terms and provisions of said laws, regulations and contracts; Grantors, and each of them, for themselves, their heirs, successors and assigns, hereby appoint Beneficiary their attorney-in-fact to select and designate the portion of the property to be subject to a recordable contract, in the event Grantors become subject to the excess land limitation; if Grantors fail to comply with the terms of said law, regulations or contracts, or if the delivery of water for the irrigation of the Property is discontinued in whole or in part, Grantors shall be in default; in the event the Bureau of Reclamation determines that continued drainage maintenance on the Property is no longer feasible, and Grantors purchase other lands offered as a preference purchase right (as an adjustment for wetlands), Grantors shall execute a supplemental deed of trust on such lands in favor of the Beneficiary; and failure to execute such deed of trust on demand, shall constitute an event of default.
- 13. That in the event of default in any of the covenants or agreements herein, or in any of the Loan Documents, Beneficiary may, at its option, perform the same, in whole or in part; any advances, attorney fees or costs, paid or incurred by Beneficiary to protect or enforce its rights under the Loan Documents, in bankruptcy, appellate proceedings or otherwise, shall be payable on demand and shall become a part of the obligation secured by this Deed of Trust.
- 14. That the indebtedness and obligations secured by this Deed of Trust are personal to the Grantors and are not assignable by Grantors; Beneficiary relied upon the credit of Grantors, the interest of Grantors in the Property and the financial market conditions then existing when making this loan; if Grantors sell, transfer or convey or contract to sell, transfer or convey the Property, or any portion thereof, or if the ownership of any corporation or partnership, owning all or any portion of the Property shall be changed either by voluntary or involuntary sale or transfer or by operation of law, without prior written consent of Beneficiary, or if Grantors default in the payment of the indebtedness, or with respect to any warranty, covenant or agreement in the Loan Documents or if a receiver or trustee for any part of the Property is appointed, or if any proceedings under the bankruptcy or insolvency laws is commenced by or against Grantors, or if Grantors become insolvent, or if any action is commenced to foreclose or enforce a lien on any portion of the Property, then, Grantors shall be in default hereunder.
- 15. That time is of the essence and in the event of default, at Beneficiary's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set forth in the Loan Documents for delinquent payments; Beneficiary shall have the right to foreclose the lien of this Deed of Trust or to direct

Trustee, in writing, to foreclose this Deed of Trust by notice and sale, to have a receiver appointed in any court proceeding, to collect any rents, issues and profits from the Property and to deliver them to Beneficiary to be applied as provided above and to exercise any rights and remedies available under the Uniform Commercial Code for the state in which the property is located; and reasonable notice if required by such Code shall be five (5) days.

- 16. That Beneficiary may from time to time, in writing and without further notice or consent, release any person from liability for payment of any of the indebtedness or extend the time or otherwise alter the terms of payment of any of the indebtedness; and Trustee may, with written consent of Beneficiary, at any time and from time to time, and without affecting the liability of any person:
  - a. Join in any subordination or other agreement affecting this Deed of Trust or lien or charge thereof.
  - b. Reconvey, without warranty, any or all of the Property.
- 17. That after all sums secured hereby have been paid, upon receipt of the Deed of Trust and note and payment of its fees, Trustee shall reconvey without warranty the Property, as provided by law. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
- 18. That, in the event of foreclosure of this Deed of Trust by notice and sale, the power of sale shall be exercised by the Trustee according to and under the authority of the law pertaining to deeds of trust then in effect in the state in which the Property is situated; Trustee shall deliver to purchaser its deed, without warranty, containing recitals demonstrating compliance with the requirements of such law.
- 19. To surrender possession of such premises within the time period provided by law; in the event Beneficiary is purchaser of the Property and possession is not delivered, as provided by law, to pay Beneficiary the costs and the expenses, including reasonable attorney fees, incurred in any suit or action by Beneficiary to obtain possession of the premises.
- 20. That Trustee accepts this trust when this deed, duly executed an acknowledged is recorded as provided by law; any Trustee lawfully appointed by Beneficiary as a substitute or successor Trustee shall succeed to all the powers and duties of the Trustee named herein; Trustee is not obligated to notify any party hereto of the pending sale under any other deed of trust or any action or proceeding in which Grantors, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by Trustee.
- 21. That as used herein, the term "Deed of Trust" shall be synonymous with the terms "trust indenture" and "trust deed"; the term "Grantors" shall be synonymous with the term "Trustors" as used in any of the laws of the state in which the Property is situated; the term "Beneficiary" shall mean the holder and owner of any Note secured hereby, or if any Note(s) has been pledged, the pledgee thereof.
- 22. That the failure of Beneficiary to exercise any right or option provided herein, at any time shall not preclude Beneficiary from exercising any of such rights at any other time; the covenants and agreements contained herein shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns; all rights conferred on Beneficiary or on Trustee are cumulative and additional to any rights conferred by law; and if any provision is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and the Deed of Trust shall be construed as though such provision had been omitted.
- 23. That Grantors and each of them join in this instrument for the purpose of subjecting each of their right, title and interest, if any, in the Property, whether of record or otherwise and including any right to possession, to the lien of this Deed of Trust. All Exhibits hereto, if applicable, are incorporated herein and made a part of this Deed of Trust. This Deed of Trust may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

- 24. This Deed of Trust is intended to serve as a Fixture filing pursuant to the terms of the applicable Uniform Commercial Code. This Deed of Trust is to be recorded in the real estate records of each County in which the Land is located. In that regard, Grantor is Debtor and Beneficiary is Secured Party.
- 25. This Deed of Trust secures an obligation incurred in whole or in part for construction of an improvement on the Property.
- 26. This Deed of Trust is supplemental to the following described deed(s) of trust:

Trust Deed dated June 29, 2005, recorded July 15, 2005, in Volume M05, page 54399 of the records of Klamath County, Oregon;

Trust Deed dated October 16, 2006, recorded October 24, 2006, as Instrument No. 2006-021305, of the records of Klamath County, Oregon;

Trust Deed dated April 30, 2007, recorded May 11, 2007, as Instrument No. 2007-008698, of the records of Klamath County, Oregon;

The above-described instruments (Prior Encumbrances) are given to secure the Notes and Loan Documents. Default in payment under any of the Notes or Loan Documents or default in performance of any of the terms or covenants of any Loan Document related thereto shall constitute a default under this and under all Prior Encumbrances. Beneficiary may, at its option, declare any and all of such Notes and Loan Documents immediately due and payable. Payoff of any of such Note(s) shall not entitle Grantors to a release of this or any Prior Encumbrances, until the entire indebtedness secured by this Deed of Trust is paid in full.

The following disclosure is made by Beneficiary and Trustee to Grantor pursuant to ORS 746.201:

#### WARNING

Unless you provide us with evidence of the insurance coverage as required by this Deed of Trust and the other Loan Documents, Beneficiary or Trustee may purchase insurance at your expense to protect its interest. This insurance may, but may not also protect your interest. If the collateral becomes damaged, the coverage Beneficiary or Trustee purchases may not pay any claim you make or any claim made against you. You may later request that Beneficiary cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by Beneficiary or Trustee. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage Beneficiary or Trustee purchases may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

Trustee shall reconvey the Property, without warrant, to the person or persons legally entitled to it upon (a) written request of Beneficiary stating that all indebtedness has been paid and fully performed, which shall be in substantially the form of Exhibit A attached hereto and incorporated herein, (b) surrender by Beneficiary of this Deed of Trust, and (c) payment by Grantor of Trustee's fees and the costs and expenses of executing and recording any requested reconveyance. The grantee in any such reconveyance may be described as "the person or persons legally entitled thereto."

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

The Hyde Family Limited Partnership, a Limited Partnership

By: Dayton O. Hyde Revocable Trust, under Trust Agreement dated February 12, 1979, General Partner

Dayton O. Hyde Trustee

By: Gerda V. Hyde Revocable Trust, under Trust Agreement dated February 12, 1979,

General Partner

Gerda V. Hyde, Trustee

Dayton O. Hyde Revocable Trust, under Trust Agreement dated February 12, 1979

Dayton O. Hyde, Trustee

Gerda V. Hyde Revocable Trust, under Trust Agreement dated February 12, 1979

Gerda V Hyde Trustee

Carda V II-da

Dayton O. Wyde

Line of Credit Deed of Trust (Gerda V. Hyde/Note No. 6217688, 6012870, 6012871 & 6012872)

STATE OF SO Waketas, SS. County of Fall River)	
County of fall River)	
On this day of known to be the individual who executed the Trust under Trust Agreement dated 02/12/1979	2014, before me personally appeared Dayton O. Hyde, to me bregoing instrument as Trustee of the Dayton O. Hyde Revocable by to me known to be a partner in the limited partnership which ad that he/she executed the same on behalf of the Trust as one of the y and voluntarily.
CHERYL ANN McCLAIN S SERL NOTARY PUBLIC SERL SOUTH DAKOTA	Printed name Cheryl Ava McCharles  Notary Public for the State of So Dakota  Residing at Span Smy commission expires  My commission expires  Commission Expires  Residual Resi
STATE OF ORGON )	
County of KIAMATL )	
known to be the individual who executed the fore under Trust Agreement dated 02/12/1979, to me	
OFFICIAL SEAL MITCHELL K STOKES NOTARY PUBLIC - OREGON COMMISSION NO. 456205 MY COMMISSION EXPIRES MARCH 19, 2015	Printed name Mitchell & Stolus  Notary Public for the State of Original  Residing at Alaman Falls  My commission expires 3. 19.15
STATE OF So Dakota,  LODD (1) ss.	
	2014, before me personally appeared Dayton O. Hyde, known ing instrument as Trustee of the Dayton O. Hyde Revocable Trust uses and purposes therein mentioned, and on oath stated he/she was
LINISIASIASIASIASIASIASI	Cheux ann Mc Clain
るCHERYL ANN McCLAIN 変	Printed name 17 ERY LAND MCCLAIN
SEAL NOTARY PUBLIC SEAL	Notary Public for the State of So Walcota
South Dakota Surreserererereres	Residing at // Spay 5 5 My commission expires
Line	of Credit Deed of Trust  My Consultation Expires September 8, 2018

Line of Credit Deed of Trust Septem (Gerda V. Hyde/Note No. 6217688, 6012870, 6012871 & 6012872)

STATE OF ORLEGO ~	
County of Klamath )ss.	
On this 7 day of Tuly .2014, before	ore me personally appeared Gerda V. Hyde, known to
me to be the person who executed the foregoing instrument as	Trustee of the Gerda V. Hyde Revocable Trust under
Trust Agreement dated 02/12/1979 for the uses and purposes authorized to execute this instrument.	s therein mentioned, and on oath stated he/she was
addicized to execute this instrument.	
	200/1/1/X
OFFICIAL SEAL MITCHELL K STOKES	Printed name purtchell K Stokes
NOTARY PUBLIC - OREGON	Notary Public for the State of Oktory
COMMISSION NO. 456205 MY COMMISSION EXPIRES MARCH 19, 2015	Residing at Klamath Faus
	My commission expires 3.19 (5
	•
Olugon O STATE OF	
County of Klamath )ss.	
County of NINMAIL	
On this 7 day of John 7014, before	re me personally appeared Gerda V. Hyde, known to
me to be the Individual described in and who executed the	within instrument, and acknowledged that he/she
executed the same as his/her free act and deed.	A
OFFICIAL SEAL	Pinton 10
MITCHELL K STOKES  NOTARY PUBLIC - OREGON	Printed name <u>witchell</u> K Stokes  Notary Public for the State of Olegy
COMMISSION NO. 456205	Residing at Klamath Falls
MY COMMISSION EXPIRES MARCH 19, 2015	My commission expires 3.19.15
STATE OF So Dalyta	
TALE OF COUNTY OF SSS	
County of Tall Kiver	
21. 9 · M. DOIL.	
On this day of described in and who executed the	ore me personally appeared Dayton O. Hyde, known
executed the same as his/her free act and deed.	e within installicht, and acknowledged that he/she
	heryl ann McClain
******************	- 1
SCHERYL ANN McCLAIN S	Printed name CHERYL YNN MCCLHW Notary Public for the State of SO Walksta
SEAL NOTARY PUBLIC SEAL &	Residing at Not Spap S
SOUTH DÁKOTA 🔏	My commission expires
40000000000000000000000000000000000000	

Line of Credit Deed of Trust (Gerda V. Hyde/Note No. 6217688, 6012870, 6012871 & 6012872) 11

My Germaission Expires September 8, 2018

#### Exhibit A

# EXAMPLE REQUEST FOR FULL RECONVEYANCE

# THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST

TO THE TRUSTEE:

[Insert Name]

The undersigned hereby certifies that it is the legal owner and holder of the Note[s] and all other indebtedness secured by the Deed of Trust dated [date] between [Grantor name], Grantor, [Trustee name], Trustee, and [Beneficiary Name], Beneficiary, recorded [date], as Instrument No. [instrument no.], to secure an indebtedness in the amount of \$[amount], records of [County], [State]. Said indebtedness has been fully paid and satisfied, and you are hereby requested and directed to cancel said Note[s] above-mentioned and all other evidences of indebtedness secured by said Deed of Trust, and to reconvey without warranty all the estate now held by you thereunder.

Dated: [insert date]

[BENEFICIARY NAME]

[BENEFICIARY SIGNATURE BLOCK]

[ACKNOWLEDGEMENT]