

WHEN RECORDED MAIL TO:

Attn: Underwriting
Mid Oregon Federal Credit Union
P.O. Box 6749
Bend, Oregon 97708-6749

2019-007535

Klamath County, Oregon

07/03/2019 12:10:03 PM

Fee: \$112.00



301745AM

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

LINE OF CREDIT TRUST DEED

THIS LINE OF CREDIT TRUST DEED IS DATED June 28, 2019 AMONG Kenneth E. Cochell Jr., whose address is 1451 Fred Mahn Road, La Pine, OR 97739 (referred to below as "Trustor"); Mid Oregon Federal Credit Union, whose address is P.O. Box 6749, Bend, Oregon 97708-6749 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Amerititle, whose address is 300 Klamath Ave., Klamath Falls, OR 97601, (referred to below as "Trustee").

This Line of Credit Trust Deed secures the Home Equity Plan Credit Agreement and Disclosures ("Agreement") dated June 28, 2019 in the maximum principal amount at any one time of \$45,000.00.

The term of the Agreement commences on the date of this Line of Credit Trust Deed and for purposes of ORS 88.110, ends thirty (30) years after that date.

This Line of Credit Trust Deed, is given to secure (1) payment of the indebtedness and (2) performance of any and all obligations of Trustor under the Agreement and this Line of Credit Trust Deed. This Line of Credit Trust Deed is given and accepted on the following terms:

1. **CONVEYANCE AND GRANT.** For valuable consideration, Trustor conveys to Trustee in trust, with power of sale for the benefit of Lender as Beneficiary all of Trustor's right, title, and interest in and to the following described real property (Real Property), together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters.
Property description:

That portion of the W1/2 SE1/4 NW1/4 of Section 13, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying Northerly of Fred Mahn Road, EXCEPTING THEREFROM, that portion thereof lying within the boundaries of Fred Mahn Road.

2. **DEFINITIONS.** The following words shall have the following meanings when used in this Line of Credit Trust Deed:
 - a. **Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Agreement and any amounts advanced or expended by Lender to discharge obligations of Trustor or expenses incurred by Trustee or Lender to enforce obligations of Trustor under this Line of Credit Trust Deed, together with interest on such amounts as provided in this Line of Credit Trust Deed. This Line of Credit Trust Deed secures a line of credit. The term "Line of Credit" means a revolving line of credit which obligates Lender to make advances to Trustor at a fixed or variable rate of interest in the maximum principal amount at any one time as set forth above until the Agreement is terminated or suspended or if advances are made up to the maximum credit limit, and Trustor complies with the terms of the Agreement. Funds may be advanced by Credit Union, repaid by Trustor, and subsequently readvanced by Credit Union in accordance with the Agreement. Notwithstanding the amount outstanding at any particular time, this Line of Credit Trust Deed secures the total indebtedness under the Agreement. The unpaid balance of the line of credit under the Agreement will remain in full force and effect notwithstanding a zero-outstanding balance on the line from time to time. Any principal advance under the line of credit that exceeds the amount shown above as the principal amount of the Agreement will not be secured by this Line of Credit Trust Deed.
 - b. **Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property owned by Trustor, now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.
 - c. **Property.** The word "Property" means collectively the Real Property and the Personal Property.
 - d. **Related Documents.** The words "Related Documents" mean and include without limitation all advance vouchers, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other documents, whether now or hereafter existing, executed in connection with Trustor's Indebtedness to Lender.
3. **PAYMENT AND PERFORMANCE.** Trustor shall pay to Lender all amounts secured by this Line of Credit Trust Deed as they become due, and shall strictly perform all of Trustor's obligations under the Agreement and Line of Credit Trust Deed.
4. **POSSESSION AND MAINTENANCE OF THE PROPERTY.** Trustor agrees that its possession and use of the Property shall be governed by the following provisions:
 - a. **Possession and Use.** Unless and until Lender takes any action under paragraph 17, Trustor may (a) remain in possession and control of the Property, and (b) operate and manage the Property.
 - b. **Duty to Maintain.** Trustor shall maintain the Property in tenable condition and promptly perform all repairs and maintenance necessary to preserve its value.

Trustors' initials

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- c. **Hazardous Substances.** Trustor represents and warrants that the Property never will be so long as this Line of Credit Trust Deed remains a lien on the Property, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act ("SARA"), applicable state laws, or regulations adopted pursuant to any of the foregoing. Trustor authorizes Lender and its agents to enter upon the Real Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this paragraph. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. Trustor agrees to indemnify and hold Lender harmless against any and all claims and losses resulting from a breach of this paragraph of the Line of Credit Trust Deed. This obligation to indemnify shall survive the payment of the Indebtedness and the satisfaction of this Line of Credit Trust Deed.
- d. **Nuisance, Waste.** Trustor shall not cause, conduct or permit any nuisance nor commit or suffer any strip or waste on or to the Property or any portion thereof. Specifically without limitation, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.
- e. **Lender's Right to Enter.** Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interest and to inspect the Property for purposes of Trustor's compliance with the terms and conditions of this Line of Credit Trust Deed.
- f. **Compliance with Governmental Requirements.** Trustor shall promptly comply with all laws, ordinances, and regulations of all governmental authorities applicable to the use or occupancy of the Property. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security reasonably satisfactory to Lender, to protect Lender's interest.
- g. **Duty to Protect.** In addition to the acts set forth above in this section, Trustor shall do all other acts that from the character and use of the Property are reasonably necessary to protect and preserve the Property.
5. **INDEMNITY.** Trustor shall indemnify Lender and hold Lender harmless from any and all claims or liabilities arising out of or in connection with the Property or its use, provided that such claims or liabilities arise out of acts or omissions occurring subsequent to the date Trustor first holds title to the Property.
6. **DUE ON SALE - CONSENT BY LENDER.** Trustor shall not sell, or transfer its interest in the Real Property or any interest or part thereof, without the Lender's prior written consent. A sale, assignment, or transfer means the conveyance of real property or any right, title or interest therein; whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of real property interest. Transfer also includes any change in ownership of more than fifty percent (50%) of the interests of Trustor. However, this option shall not be exercised by Lender if exercise is prohibited by federal law or by Oregon law.
7. **LEASES - CONSENT REQUIRED.** Trustor may not lease or sublet the Property. Trustor represents and agrees that the Property will remain owner-occupied.
8. **TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are a part of this Line of Credit Trust Deed.
- a. **Payment.** Trustor shall pay when due before they become delinquent all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Line of Credit Trust Deed, except for the lien of taxes and assessments current but not yet due, except as otherwise provided in this Line of Credit Trust Deed. If Trustor objects in good faith to the validity or amount of any tax, assessment, or related lien, Trustor at its sole expense may contest the validity and amount of the tax, assessment, or lien.
- b. **Evidence of Payment.** Trustor shall upon demand furnish to Lender evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.
9. **PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Line of Credit Trust Deed.

WARNING - UNLESS YOU PROVIDE US WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY OUR LOAN AGREEMENT, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE WE PURCHASE MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPER COVERAGE ELSEWHERE. YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR LOAN BALANCE. IF THE COST IS ADDED TO THE LOAN BALANCE, THE INTEREST RATE ON THE UNDERLYING 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 WE PURCHASE 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 IN OREGON.

- a. **Maintenance of Insurance.** Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount not less than the total unpaid balance on the Agreement, and with a standard mortgagee clause in favor of Lender. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be canceled or diminished without at least ten (10) days prior written notice to Lender.
- b. **Application of Proceeds.** In the event that the Improvements are damaged or destroyed by casualty, Trustor shall promptly restore the Improvements and Lender shall make the insurance proceeds available to Trustor for restoration, subject to the following conditions: (a) Lender shall have reasonably determined that the Improvements can be restored to as good or better condition as the Improvements were in immediately prior to the casualty on account of which such proceeds were paid; (b) Lender shall have determined that such net proceeds, together with any funds paid by Trustor to Lender, shall be sufficient to complete the restoration; (c) No default and no event of failure which, with the passage of time or the giving of notice, would constitute a default under this Line of Credit Trust Deed shall have occurred; (d) At the time of such casualty, there are at least

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- two (2) years to the maturity date of the Note; (e) Lender shall have approved the plans and specifications to be used in connection with the restoration, which approval shall not be unreasonably withheld, and shall have received written evidence, satisfactory to Lender, that such plans and specifications have been approved by all governmental and quasi-governmental authorities having jurisdiction and by all other persons or entities required to approve such plans and specifications; (f) Lender may require that the funds be disbursed by it or by a disbursement agent appointed by it in a manner similar to that utilized for the disbursement of funds under a construction loan, including without limitation, requirement of certificates of architect as to percentage of completion and the furnishing of appropriate mechanics and materialmen's lien waivers, the furnishing of appropriate bonds and other items as reasonably required by Lender. Net proceeds in excess of the amount necessary to complete the restoration shall, at the option of Lender, be applied to the outstanding indebtedness as a prepayment thereof.
- c. **Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Line of Credit Trust Deed at any trustee's or other sale held under the provisions of this Line of Credit Trust Deed, or at any foreclosure sale of such Property.
- d. **Trustor's Report on Insurance.** Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy.
10. **EXPENDITURES BY LENDER.** If Trustor fails to comply with any provision of this Line of Credit Trust Deed, or if any action or proceeding is commenced that would materially affect Lender's interest in the Property, Lender on Trustor's behalf may, but shall not be required to pay all such expenses including but not limited to taxes, insurance and maintenance costs, and at Lender's option, will (a) be payable on demand, or (b) be added to the principal loan balance and be payable in accordance with the Agreement. This Line of Credit Trust Deed also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.
11. **WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Line of Credit Trust Deed.
- a. **Title.** Trustor warrants that (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in any policy of title insurance issued in favor of or in any title opinion given to, and accepted by, Lender in connection with this Line of Credit Trust Deed and (b) Trustor has the full right, power, and authority to execute and deliver this Line of Credit Trust Deed to Lender.
- b. **Defense of Title.** Subject to the exceptions in the paragraph above, if any, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Line of Credit Trust Deed, Trustor shall defend the action at its expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as may be requested by it from time to time to permit such participation.
- c. **Compliance With Laws.** Trustor warrants that its use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.
12. **CONDEMNATION.** The following provisions relating to proceedings in condemnation are a part of this Line of Credit Trust Deed.
- a. **Application of Net Proceeds.** If all or any part of the Property is condemned, Lender shall apply the net proceeds of the award in any reasonable manner necessary to satisfy Trustor's obligations under the Agreement of this Line of Credit Trust Deed. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorney fees necessarily paid or incurred by Trustee or Lender in connection with the condemnation. However, there shall be no obligation to pay Trustor's costs, expenses or attorney fees from such awards.
- b. **Proceedings.** If any proceeding in condemnation is filed, Trustor shall promptly notify Lender in writing and Trustor shall promptly take such steps as may be necessary to defend the action and obtain the award. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered, to Lender such instruments as may be requested by it from time to time to permit such participation.
13. **IMPOSITION OF TAXES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to taxes are a part of this Trust Deed.
- a. **Taxes Covered.** The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Trust Deed or upon all or any part of the Indebtedness secured by this Trust Deed; (b) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Trust Deed; (c) a tax on this type of Trust Deed chargeable against the Lender; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by a Borrower.
- b. **Remedies.** If any tax to which this section applies is enacted subsequent to the date of this Trust Deed, Grantor shall either (a) pay the tax before it becomes delinquent, or (b) contest the tax as provided above in the Taxes and Liens section and deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.
14. **SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Line of Credit Trust Deed as a security agreement are a part of this Line of Credit Trust Deed.
- a. **Security Agreement.** This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code.
- b. **Security Interest.** Upon request by Lender, Trustor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Line of Credit Trust Deed in the real property records, Lender may, at any time and without further authorization from Trustor, file executed counterparts, copies or reproductions of this Line of Credit Trust Deed as a financing Statement. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall assemble the Personal Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) business days after receipt of written demand from Lender.
- c. **Addresses.** The mailing address of Trustor (debtor) and the mailing address of Lender (secured party) from which information concerning the security interest granted by this Line of Credit Trust Deed may be obtained (each as required by the Uniform Commercial Code of the state where the Property is located) are as stated on the first page of this Line of Credit Trust Deed.
15. **FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances are a part of this Line of Credit Trust Deed.
- a. **Further Assurances.** At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, re-filed, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Trustor under the Agreement, this Line of Credit Trust Deed, and the Related Documents, and (b) the liens and security interests created by this Line of Credit Trust Deed on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or

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b. **Attorney-in-Fact.** If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

- Trustors' initials / *[Signature]*

title reports (including foreclosure reports), surveyors' reports, appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law. In the event of foreclosure of this Line of Credit Trust Deed, Lender shall be entitled to recover from Trustor Lender's attorney fees and actual disbursements necessarily incurred by Lender in pursuing such foreclosure.

22. RIGHTS AND DUTIES OF TRUSTEE. Trustee shall have all of the following rights and duties:

- a. **Power of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Line of Credit Trust Deed or the interest of Lender under this Line of Credit Trust Deed. In the event of default, Lender may execute or cause the Trustee to execute a written notice of such default and of its election to cause to be sold the Property to satisfy the obligations secured hereby, and may cause such notice to be recorded in the office of the recorder for the recording district in which said property or some part thereof is located. Notice of sale having been given as then required by law and not less than the time then required by law having elapsed after recordation of such notice of default, Trustee, without demand on Borrower, shall sell said property at the place provided by law and at the time fixed by Trustee in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest and best bidder for cash in lawful money of the United States, payable at the time of sale.
- b. **Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.
- c. **Trustee.** Trustee shall meet all qualifications required for Trustee under applicable state law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.
- d. **Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the County where the property is now located. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Line of Credit Trust Deed is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, powers, and duties conferred upon the Trustee in this Line of Credit Trust Deed and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.
- e. **Sale by Trustee.** When the Trustee sells pursuant to the powers provided, Trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the lawful fees of the Trustee and the reasonable fees of Trustee's attorney, (2) the obligations secured by this Trust Deed, (3) to all persons having recorded liens subsequent to the interest of the Beneficiary and the Trust Deed as their interest may appear in the order of their priority and (4) the surplus, if any, to the Trustor or to his successor in interest entitled to such surplus. Trustee may postpone the sale of all or any portion of said property by public announcement at the time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the property sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Borrower or Trustee, as hereunder defined, or Lender, may purchase at such sale.

23. NOTICES TO TRUSTOR AND OTHER PARTIES. Any notice under this Line of Credit Trust Deed, including without limitation any notice of default and any notice of sale to Trustor, shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class or registered mail, postage prepaid, directed to the addresses shown at the top of page one (1). Any party may change its address for notices under this Line of Credit Trust Deed by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Line of Credit Trust Deed shall be sent to Lender's address, as shown near the top of the first page of this Line of Credit Trust Deed. For notice purposes, Trustor agrees to keep Lender and Trustee informed at all times of Trustor's current address.

24. MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Line of Credit Trust Deed.

- a. **Amendments.** No alteration or amendment of this Line of Credit Trust Deed shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- b. **Annual Reports.** Trustor shall furnish to Lender, upon request, a statement of net cash profit received from the Property during Trustor's previous fiscal year in such detail as Lender shall require. "Net cash profit" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.
- c. **Applicable Law.** This Line of Credit Trust Deed shall be governed by and construed in accordance with the laws of the State of Oregon.
- d. **Caption Headings.** Caption headings in this Line of Credit Trust Deed are for convenience purposes only and are not to be used to interpret or define the provisions of this Line of Credit Trust Deed.
- e. **Entire Agreement.** The parties agree that this Line of Credit Trust Deed, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Line of Credit Trust Deed and supersede any prior agreements between Borrower and Lender relating to the Property.
- f. **Merger.** There shall be no merger of the interest or estate created by this Line of Credit Trust Deed 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.
- g. **Multiple Parties.** All obligations of Trustor under this Line of Credit Trust Deed shall be joint and several, and all references to Trustor shall mean each and every Trustor. This means that each of the persons signing below is responsible for all obligations in this Line of Credit Trust Deed. It is not necessary for Lender to inquire into the powers of any of the parties or of the officers, directors partners, or agents acting or purporting to act on behalf of Trustor, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under and secured by this Line of Credit Trust Deed.
- h. **Severability.** If a court of competent jurisdiction finds any provision of this Line of Credit Trust Deed to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances, and all provisions of this Line of Credit Trust Deed in all other respects shall remain valid and enforceable.
- i. **Successors and Assigns.** Subject to the limitations stated in this Line of Credit Trust Deed on transfer of Trustor's interest, this Line of Credit Trust Deed shall be binding upon and inure to the benefit of the parties, their successors, and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Line of Credit Trust Deed and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Line of Credit Trust Deed or liability under the Indebtedness.
- j. **Time is of the Essence.** Time is of the essence in the performance of this Line of Credit Trust Deed.
- k. **Waiver of Homestead Exemption.** Trustor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oregon as to all Indebtedness secured by this Line of Credit Trust Deed.

Trustors' initials

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EACH TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS LINE OF CREDIT TRUST DEED, AND EACH TRUSTOR AGREES TO ITS TERMS.

TRUSTOR(S):

X *Kenneth Cochell Jr*
By: Kenneth E. Cochell Jr.

X _____
By:

INDIVIDUAL ACKNOWLEDGMENT

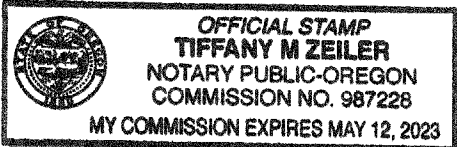
STATE OF OREGON

County of Klamath

This is to certify that on the 28th day of June, 2019, before me the undersigned Notary Public in and for the State of Oregon, duly commissioned and sworn as such, personally appeared Kenneth E. Cochell Jr. and _____, known to me to be said individual(s) that executed the Line of Credit Trust Deed and acknowledged the Line of Credit Trust Deed to be the free and voluntary act of his/her/their will, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he/she/they was/were authorized to execute this Line of Credit Trust Deed and in fact executed the Line of Credit Trust Deed.

Witness my hand and official seal the day and year last above written.

Notary Public in and for the State of Oregon



My commission expires: 12, 2023
May 27, 2019 es
Notary: *T Zeiler*

Mid Oregon FCU – NMLS: 472178

Mortgage Loan Officer Name: Jeff Craft

Mortgage Loan Officer #: 1719704

REQUEST FOR FULL RECONVEYANCE
(To be used only when obligations have been paid in full)

To Trustee:

The undersigned is the legal owner and holder of all Indebtedness secured by this Line of Credit Trust Deed. All sums secured by this Line of Credit Trust Deed have been fully paid and satisfied. You are hereby directed, upon payment to you under the terms of this Line of Credit Trust Deed or pursuant to any applicable statute, to cancel the Agreement secured by this Line of Credit Trust Deed (which is delivered to you together with this Line of Credit Trust Deed), and to reconvey, without warranty, to the parties designated by the terms of this Line of Credit Trust Deed, the estate now held by you under this Line of Credit Trust Deed. Please mail the reconveyance and Related Documents to:

DATE: _____

Beneficiary: Mid Oregon Federal Credit Union

By: _____

Its: _____

Trustors' initials *K*

This completed form *MUST* be returned to AmeriTitle with Recording Documents

AFFIDAVIT AND INDEMNITY
(Existing Construction)

Order No. _____

WHEREAS the undersigned Affiant (if more than one, herein collectively called the Affiant) is the owner of the land (the Land) described in that certain Commitment/Title Report (commitment) for Title Insurance issued by AMERITITLE AND THEIR UNDERWRITER (the Company) under Order No. _____, for an ALTA Owner's and/or Loan Policy of title insurance (the Policy or Policies),

AND WHEREAS, the Proposed Insured(s) under said Commitment is/are requesting the Company to issue its Policy or Policies with Extended Coverage, and to delete therefrom the General Exceptions,

AND WHEREAS the Affiant acknowledges that the Company would refrain from issuing said Policy or Policies without showing said General Exceptions in the absence of the representations, agreements and undertakings contained herein.

Nothing contained herein shall be construed so as to obligate the Company to issue said Policy or Policies without showing said General Exceptions. However, should the Company do so, it may do so in part in reliance upon the undertakings of the undersigned Affiant and the issuance of the Policy or Policies shall be the consideration for the undertakings contained herein.

NOW THEREFORE the Affiant, being first duly sworn, deposes and says that:

1. Said Land has been owned and/or occupied by the Affiant for 1 1/2 years and the Affiant's enjoyment thereof has been peaceable and undisturbed.
2. There are no oral or written leases, tenancies or other occupancies, nor any rights of first refusal or options to purchase said land,
EXCEPT: _____
If None, check here ☒ (attach list, if necessary, and attach copies of any written agreements)
3. There are no contracts for the making of repairs or for new construction on said Land, nor are there any unpaid bills or claims for labor or services performed or material furnished or delivered during the last 120 days, for alterations, repair work or new construction on said Land, including site preparation, soil tests, site surveys, demolition, etc.,
EXCEPT: _____
If None, check here ☒
4. The property has not been the subject of any special real property tax deferral program.
EXCEPT: pay reduced taxes because of Timberland
If None, check here ☐
5. I/We have not pledged or borrowed against any crops or timber located on the described property.

The Affiant hereby agrees (1) to indemnify, protect, defend and save harmless the Company from and against any and all loss, costs, damages, and attorney's fees it may suffer, expend or incur under or by reason, or in consequence of or growing out of any such matters not identified herein, and (2) to defend at the Affiant's own costs and charges on behalf of and for the protection of the Company and of any parties insured or who may be insured against loss by it under said Policy or Policies (but without prejudice to the right of the Company to defend at the expense of the Affiant if it so elects) any and every suit, action or proceeding in which any such matters may be asserted or attempted to be asserted, established or enforced with respect to said land.

IN WITNESS WHEREOF, the undersigned has/have executed this agreement this 28th day of June, 2019.

SIGNATURE(S):

Kenneth Anderson