

4th day of

August 1980 between

WOLFENBUTEL 2016 501
THIS TRUST DEED. made this

Thomas E. Klump, M.D.

71186 BACON, JACOB H. 1811-18

as Grantor, Thomas E. Klump, M.D., P.C. Employees' Pension Plan and Trust Agreement, as Trustee, and
 as Beneficiary, Thomas E. Klump, M.D., P.C. Employees' Pension Plan and Trust Agreement.

WITNESSETH:

WITNESSETH:
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

An undivided one-half interest in Lot 10, Block 5, Tract No. 1163, CAMPUS VIEW, in the County of Klamath, State of Oregon.

THIS TRUST DEED IS OF EQUAL PRIORITY TO A SIMILAR TRUST DEED EXECUTED BY GRANTOR OF
EVEN DATE; AND THE BREACH OF EITHER TRUST DEED SHALL BE A BREACH OF THE OTHER.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement

sum of Fifty-Four Thousand Five Hundred (\$54,500.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if any, shall be paid to be due and payable as provided therein.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained 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 above described real property is not currently used for agricultural purposes.

To protect the security of this trust deed, grantor agrees.

RECEIVED FOR

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

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed by fire, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for all taxes in the proper public office or offices, as well as the cost of all lien searches made by: listing offices 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 said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in amount not less than \$ _____, written in _____, later call

[illegible]

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before the expiration of the term of this trust deed, the grantor, as a condition precedent to the delivery hereof, shall deliver to the beneficiary, should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment of the same and the amount so paid, with interest at the rate set forth in paragraphs 6 and 7 of this deed, 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 hereinafter described, as well as the grantor, 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 with interest, and all such payments shall, at the option of the beneficiary, be tendered, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable, and the grantor shall be bound to pay such 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 fees actually incurred.

[illegible]

It is mutually agreed that:

8: In the event that any portion of all or said property, shall be taken under the right of eminent domain, or condemnation, beneficiary shall have the right to sue to require that all or any portion of the monies payable in 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 grantor in such proceedings, shall be paid to beneficiary and applied by it first upon such 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 grantor agrees that all out of pocket expenses, and costs incurred and execute such instruments as shall be necessary in obtaining such compensation.

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 person for the payment of the indebtedness, trustee may

(c) consent to the making of any map or plat of said property; (b) join in any granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, any part of the property. The person or persons granted 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 foregoing shall not be less than \$5.

10. Upon any default by grantor hereunder, lender may at any time without notice, either in person, by advertisement or by a person appointed by a court, and without regard to the adequacy of any security for the debt hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the return of principal and interest on the debt hereby secured, together with all costs and expenses of operation and collection, including reasonable attorney's fees and any other costs incurred hereby, and in such order as best interests of lender may require.

11. The entering upon and taking possession of said 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 grantor in payment of any indebtedness secured hereby, or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such a case the beneficiary at his option may proceed to foreclose this trust deed by exercising the power of sale contained herein or direct the trustee to foreclose this trust deed in accordance with the requirements of the applicable law. The beneficiary may advertise and sell the property in the latter event the beneficiary shall execute and cause to be recorded his written notice of sale and the obligations secured to sell the said described real property to satisfy the obligations secured hereby, whereupon the trust shall fix the time and place of sale, give notice thereof in the manner required by law and proceed to foreclose this trust deed in accordance with the requirements of the applicable law.

13. Should the beneficiary elect to foreclose by advertisement and sale, then after default at any time prior to five days before the date set by the trustee for the trustee to foreclose, the grantor or other person so privileged to foreclose shall pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and to the beneficiary, including all costs and expenses actually incurred in enforcing the terms of the obligation and trustee's attorney's fees not exceeding the amounts provided by law, other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed.

14. Otherwise, the sale shall be held on the date and at the time a
place designated in the notice of sale or the time to which said sale m
be postponed as provided by law. The trustee may sell said property either
on one or in separate parcels and shall sell the parcel or parcels
to the highest bidder for cash, payable in advance. The Trustee
shall deliver to the purchaser the deed as required by law convey;
but without any covenant or warranty, express or i
plied. The recitals in the deed of any matters of fact shall constitute
the truthfulness thereof. Any person who purchases at the sale,

15. When the trustee sells pursuant to the powers provided herein, trust 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 trust attorney, (2) to the obligation secured by the trust deed, (3) to all having recorded liens subsequent to the date of the deed, (4) to the interest of the trustee in the deed as their interest, (5) to the interest of the grantor and (6) to the surplus, any to the grantor or to his successor in interest entitled to said surplus.

Section 10.6. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any trustee appointed hereunder. Upon such appointment, and without further conveyance to the successor trustee, the latter shall be vested with all the powers and duties conferred upon any trustee named or appointed hereunder. Any assignment and substitution shall be made by written instrument executed by beneficiary, containing reference to this trust agreement and its place of record, which, when recorded in the office of the County Clerk or Recorder of the county in which the property is situated, shall constitute 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 obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee under must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

The grantor covenants and agrees to, and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto

and that he will warrant and forever defend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

- (a) primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below),
- (b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural purposes.

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 contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable. If warranty (a) is applicable and the beneficiary is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation Z by making required disclosures for this purpose. If this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305, or equivalent. If this instrument is NOT to be a first lien, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice. (If the signer of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF OREGON, County of Klamath, ss. August 4, 1980

Personally appeared the above named Thomas E. Klump, M.D.

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me, Marlene A. Noble, Notary Public for Oregon

My commission expires: 12/16/83

STATE OF OREGON, County of Klamath, ss. August 19, 1980

Personally appeared, who, each being first duly sworn, did say that the former is the president and that the latter is the secretary of

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me, Notary Public for Oregon

My commission expires: (OFFICIAL SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: Trustee of the Trust created by the instrument of said date, to reconvey to the undersigned the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to

FOR THE PURPOSE OF RECONVEYANCE OF ANY INTEREST OF SAID TRUST DEED OR ANY OTHER INSTRUMENT OF SAID DATE, TO RECONVEY TO THE UNDERSIGNED THE LEGAL OWNER AND HOLDER OF ALL INDEBTEDNESS SECURED BY THE FOREGOING TRUST DEED. ALL SUMS SECURED BY SAID TRUST DEED HAVE BEEN FULLY PAID AND SATISFIED. YOU HEREBY ARE DIRECTED, ON PAYMENT TO YOU OF ANY SUMS OWING TO YOU UNDER THE TERMS OF HEREWITH TOGETHER WITH SAID TRUST DEED) AND TO RECONVEY, WITHOUT WARRANTY, TO THE PARTIES DESIGNATED BY THE TERMS OF SAID TRUST DEED THE ESTATE NOW HELD BY YOU UNDER THE SAME. MAIL RECONVEYANCE AND DOCUMENTS TO

DATED: 1980 August 19

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

THIS TRUST DEED

(FORM No. 881)

STEVENS-NESS LAW FIRM, P.C., PORTLAND, ORE.

Thomas E. Klump, M.D.

Grantor

Thomas E. Klump, M.D., P.C.

Employees' Pension Plan and Trust Agreement

Beneficiary

AFTER RECORDING RETURN TO

Steven A. Zamsky, P.C.

110 North 6th, Suite 207

Klamath Falls, OR 97601

1980 DEED

STATE OF OREGON, County of Klamath, ss.

I certify that the within instrument was received for record on the 7th day of August, 1980, at 2:08 o'clock P.M., and recorded in book/reel/volume No. M80 on page 14699 or as document/fee/file/instrument/microfilm No. 87903.

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

By: Wm. D. Milne, Deputy Fee \$7.00