| No. 881-Oregon Trust Deed Series-TRUST DEED. | A #M-38.1195-3 STEVENS NESS LAW PUBLISHING CO., PORTLA TRUST DEED VOI. M81 Page 1200 | 10 |
|---|--|--|
| 1669 | Tune | between |
| THIS TRUST DEED, made this NELSON R. BLANTON | | , |
| TRANSAMERICA TITLE | INSURANCE CO., as Tru | stee, and |
| RICHARD R, KOPCZAK | | ·····, |
| 이 같은 것 같은 것 같은 것 같아요. 것 같은 것 같아요. 한 ? 한 것 ? ? ? ? ? ? ? ? ? ? ? ? ? ? ? ? | 「「「「「「「「」」」「「」」」「「」」」「「」」」「「」」」「」」」「」」 | property |
| Grantor irrevocably grants, bargain Klamath County, | WITNESSETH: 16, sells and conveys to trustee in trust, with power of sale, the Oregon, described as: | |
| 김 승규는 모두 것 같은 것을 알고 있는 것을 가지 않는 것을 가지 않는 것을 하는 것을 가지 않는 것을 하는 것을 수가 있다. 나는 것을 하는 것을 수가 있는 것을 하는 것을 수가 있는 것을 하는 것을 수가 있는 것을 수가 있다. 귀에서 이야 한 것을 수가 있는 것을 것을 수가 있는 것을 것을 것을 것을 수가 있는 것을 것을 것을 것을 수가 있는 것을 것을 것을 것을 것을 것을 수가 있는 것을 것을 수가 있는 것을 수가 있는 것을 것을 것을 것을 수가 있는 것을 것을 것을 것을 것을 것을 것을 수가 있는 것을 | | |
| Lot 1, Block 9, Tract | 1019, WINEMA PENINSULA UNIT NO. 2, in State of Oregon. | |
| the County of Klamach, | AND TS BEING REC | ORDED |
| SECOND AND JUNIOR TO A | ALL-INCLUSIVE TRUST DEED AND IS BEING REC FIRST TRUST DEED IN FAVOR OF WINEMA PENI | |
| INC. | FD HERETO AND BY THIS REFERENCE MADE A PA | ART |
| HEREOF . | ereditaments and appurtenances and all other fights attached to or use | d in connec- |
| on with said real estate. | PERFORMANCE of each agreement of grantor herein contained and per | |
| $\frac{m}{2} = \frac{ot}{1} = \frac{113,000.00}{1000.00} = \frac{1}{10000}$ | Dollars, with interest thereon according to the terms of an of order and made by grantor, the final payment of principal and interest of order. | rest hereol, i |
| of even date herewith, payable to benefic | it maturity 19 19 | nt of said note |
| The date of maturity of the dost state ecomes due and payable. In the event the w old, conveyed, assigned or alienated by the | by this instrument is the date, stated above, on which the final instanties it by this instrument is the date, stated above, on any interest therein is sold it in described property, or any part thereof, or any interest therein is sold tranfor without first having obtained the written consent or approval of t ranfor without first having obtained the written consent or approval of t secured by this instrument, irrespective of the maturity dates expresses the. | ad therein, o |
| erein, shall become immediately due and paya erein, shall become immediately due and paya | ble. r ently used for agricultural, timber or grazing purposes. | erty; (b) join i |
| To protect the security of this trust de | d, grantor agrees. granting any easement or creating all crime this deed or the pirty in good condition subordination or other agreement allecting this deed or the | e lien or charge he property. The erson or person |
| 2. To complete or restore promptly and m | jood and workmanlike grantee in any beam difference in the recitab therein of any obtain constructed, damaged or be conclusive proof of the truthulaness thereof. Trustee's le forefor- conclusive mentioned in biopartic particle beam of the set | is for any of the |
| 3, To comply with all laws, ordinances, rega | meliciary so requests, to time without notice, either in person, by agent or by a request former time without notice, either in person, by agent or by a request of the adequacy of | any security I sion of said pro- collect the ren |
| proper public allice or offices, as well as the cost of proper public allice or searching agencies as may be by liting officers or searching agencies as may be | demed desirable by the erty of any prolits, including those past due and inflate, including those past due and inflate, including less costs and expenses of operation and collection, including less costs and expenses of operation and collection, including the set of the set | e reasonable atte ich order as ber |
| now or herealter erection and such other hazards as Tensurable to | In the entering upon and taking possession of a such rents, issues and prolits, or the proceeds with the latter, all collection of such rents, issues and prolits, or any taking | of fire and off |
| policies of insurance shall be delivered to the bener policies of insurance shall be delivered to procure i if the grantor shall fail for any reason to procure i | and the apprenties of default hereunder or invali- ry such insurance and to property, and the apprenties of default hereunder or invali- ilays prior to the expira- oursumt to such notice. | date any act de |
| tion of any policy of insurance now or hereafter the bineliciary may procure the same at granto the bineliciary may procure the insurance policy r collected under any fire or other insurance policy r | 1 expresses The amount is 12. Upon default by granter is publication encodence of any agreement hereunder, t ay be applied by benefic hereby or in his performance of any agreement here and pa such order as beneficiary declare all sump secured hereby immediately due and to force | ose this trust d |
| may determine, or at option of beneficiary the end may determine, or at option of beneficiary the end any nart thereof, may be released to grantor. Such | e amorfage or direct the trustee to following in plication or release shall in equity as a morfage or direct the trustee to following evender or invalidate any advertisement and sale. In the latter event the boneticiary advertisement and sale. In the latter or the following events and a sale in the latter of the trustee to following advertisement and sale. In the latter over the boneticiary advertisement and sale. In the latter over the boneticiary advertisement and sale. In the latter over the boneticiary advertisement and sale. In the latter over the bonetic over the boneticiary advertisement and sale. In the latter over the bonetic over the boneticiary advertisement and sale. In the latter over the boneticiary advertisement and sale. In the latter over the bonetic over the bonetic over the bonetic advertisement and sale. In the latter over the bonetic advertisement advertisement adv | or the trustee sl ult and his elect obligations secu |
| act dime physical premises free from constru- tayes, assessments and other charges that may be | e assessed upon or to sell the vertice shall in the time and proceed to foreclose assessed to other thereby, whereupon the trustee shall in the time and proceed to foreclose a swessments and other; thereof as then required by law and proceed to foreclose thereby thereby as the required by law and proceed to foreclose thereby thereby as the required by law and proceed to foreclose thereby thereby as the required by law and proceed to foreclose thereby the second to be as the required by law and proceed to foreclose the second to be as the required to be as the requir | this trust deed |
| | a ent of any function of the days before t | in interest, res |
| The beneficiary: should the grantor that charges minifil insurance premiums, liens or other charges minifil insurance premiums, liens or other charges make such payment 'or 'by providing beneficiary ' make such payment, beneficiary' may, at its option make such payment, beneficiary may, at its option make such payment, beneficiary may, and its option payment, beneficiary may, and make such payment, beneficiary may, and make such payment, beneficiary make such payment, beneficiary hereby together with the obligations described in the such payment with the such payment of the such payment is any right such payment of the such payment is any right such payment. | | torney's less not partion of the f |
| trust deed, without waiver of any rights arising trust deed, without valver of any rights arising covenants hereof and for such payments, with inte covenants hereof and for such payments, with inte erty hereinbefore described, as well as the grant for the payme | if its inforestial, the properties decline instant of them be due had no around the standard | and at the time |
| described, and all such payments shall be immedia described, and all such payment thereof shall, at to out notice, and the nonpayment thereof shall, at to render all sums secured by this trust deed immed | e option of the beneficiary, 14, Other was the notice of sule or the time to we have a sub- iarely due and payable and place designated in the option by law. The trustee may sell be postponed as provided by law. The trustee may sell be postponed as provided by law. The trustee may sell be a sub-postponed of a supervised by law the the trust of the postponed of | parcel or parce |
| 6. To pay all costs, fees and expenses of | auction to the indicate incurred auction to the indicate its det in form as required and trustee's and attorney's shall deliver to the purchaser its det in form as required and trustee's and attorney's shall deliver to the purchaser its det in form as required and trustee's and attorney's shall deliver to the purchaser its det in form as required at the purchaser its det in form as required at the purchaser its det in form as required at the purchaser its det in form as required at the purchaser its det in form as required at the purchaser its det in form as required at the purchaser its det in form as required at the purchaser its det in form as required at the purchaser its det in form as required at the purchaser its det in form as required at the purchaser its det in form as required at the purchaser its det in form as required at the purchaser its det in form as required at the purchaser its det in form as required at the purchaser its det in form as required at the purchaser its det in form as required at the purchaser its det in form as required at the purchaser its det in form as required at the purchaser its det in form as required at the purchaser its det in form at the purchaser its det in the | anty, express or |
| fues actually included in and delend any action 7. To appear in and delend any action they the security rights or powers of beneliciary of the security rights or powers of beneliciary of the | of trustee; and in any suit. of the truthunes intrusting may purchase at the sait. uitee may appear, including: the grantor and beneliciary, may purchase at the source pro- uitee may appear, including: the grantor and beneliciary, may purchase at the source pro- til costs and exponses, in | expenses of sal |
| any suit indence of fitie and the benchiciary s of | right 2 in all cases shall be cluding the compensation of the obligation secured by the trust dec | trustee in the |
| lied by the trial court, granter further agrees dense of the trial court, granter further agrees fieldate court shall allightly reastinable as the be negles been on such appeal. | afficiary a or triader's affort does not the first a the store and in the store and th | y may from fi |
| B. In the event that my portion or all of B. In the event that my portion or all of under the right of eminent domain or condemnation under the right of eminent domain that all or any f | it beneficiary shall have the time appoint a tact of the reunder. Upon such appoint of the monies payable successor trustee appointed hereunder, the latter shall be | vested with all named or app |
| as compensationable costs, expenses and another | the paid to beneficiary and hereunder. Each such appointment and substitution shares are beneficiary, containing references and hereunder. | ce to this trust allice of the C |
| incurred by grantor in such proceeding, applied by it liss upon any reasonable costs and applied by it liss upon any reasonable costs and both in the trial and appellate courts, necessari both in the trial and appellate courts, necessari both in the trial and appellate courts, necessari ficiary in such proceedings, and the balance a ficiary in such proceedings, and the balance a secure decourts such instruments as shall be nece and execute such instruments as shall be nece | y field upon the indebtedness. Clerk or Recorder of the conclusive proof of proper appointment of the appense to take such actions shall be conclusive proof of proper appointment of the ary in obtaining such com- 17. Trustee accepts this trust when this deer the conclusion proof of proper appointment of the | I. duly execute y law. Trustee |
| periored hereby, and automates as shall be nece and execute such instruments as shall be nece pensation, promptly upon beneficiary's request. pensation, promptly upon beneficiary's request. 9. At any time and from time to time 9. At any time and presentation of | up on written request of bote - obligated to notify any party hereto of pending sale up - obligated to notify any party hereto of pending sale up - obligated to notify uny party hereto of pending sale up - obligated to notify uny any action or proceeding in which granter, | wher any other c |

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NOTE: The Trust Deed Act provides that the truster hereinder must be either on attorney, who is an a tive member of the Oregon State Ber, a bank, trust company of savings and loan association authorized to do busines; under the lows of Oregon or the United States, a title insurance company authorized to assure title to real a meetiv of this state, it subsidiaries, affiliates, ments or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 676.505 to 696.585.

12041

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

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

feretaile en ave

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 it grantor is a natural person) are for business or commercial purposes other than agricultural

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-tors, 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 terminine and the number, and the singular number includes the plural.

IN WITNESS WHEREOF, said greater has hereunto set his hand the day and year first above written. * IMPORTAINT NOTICE: Delete, by lining out, whicheve: wantanty (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 by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchaise 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 dwalling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice. an (If the signer of the above is a corporation, use the form of acknowledgment opposite.) STATE OF OREGON IORS 93:490 STATE OF OREGON, County of County of Shahamish , 19 Jure 24th , 19 B Personally appeared Personally appeared the above namedwho, each being first duly sworn, did say that the former is the Nelson Russell Blanton president and that the latter is the secretary of Difference in the second secon 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. Refore me My commission expires: Notary Public for Oregon (OFFICIAL SEAL) My commission expires: RECUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. **TO:** Trustee The undersigned is 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 said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith tolether 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: Beneficiary inuin Do. not lase or destroy this Trust Dood OB THE NOTE which , I secures. Both must be delivered to the trustee for concellation before reconveyance will be made. TRUST DEED STORE STATE OF OREGON, (FORM No. 881) SS. LAW PUB. CO., PORTI County of *____* I certify that the within instruapater ment was received for record on the at. o'clock M., and recorded SPACE RESERVED in book/reet/volume_No......on Grantor FOR NT HVID R POLCH page.....or as document/fee/lile/ RECORDER'S USE instrument/microlilm No. Record of Mortgages of said County. 111.7 WHICE 计标识计 Beneficiary Witness my hand and seal of AFTER RECORDING RETURN TO County affixed 92335 T/A-So.6th NAME TITLE By Deputy میردید. که وی بیرشنه فرو و دلیه د. مربوبیتری در استند و بیر قبیه و د د د

REALISEICHI PRIZITATIA PREMA

EXHIBIT "A"

THIS DEED OF TRUST IS AN 'ALL INCLUSIVE TRUST DEED" AND IS SECOND AND SUBORDINATE TO THE TRUST DEED NOW OF RECORD DATED MAY 12, 1980, AND RECORDED JUNE 4, 1980 IN BOOK M-80 AT PAGE 10152 IN THE OFFICIAL RECORDS OF KLAMATH COUNTY, IN FAVOR OF WINEMA PENINSULA, INC., AS BENEFICIARY, WHICH SECURES THE PAYMENT OF A NOTE THEREIN MENTIONED. RICHARD R. KOPCZAK, BENEFICIARY HEREIN AGREES TO PAY, WHEN DUE, ALL PAYMENTS DUE UPON THE SAID PROMISSORY NOTE IN FAVOR OF WINEMA PAYMENTS DUE UPON THE SAID PROMISSORY NOTE IN FAVOR OF WINEMA PAYMENTS DUE UPON THE SAID PROMISSORY NOTE IN FAVOR OF WINEMA MARMLESS THEREFROM. SHOULD THE SAID BENEFICIARY HEREIN DEFAULT IN HARMLESS THEREFROM. SHOULD THE SAID BENEFICIARY HEREIN DEFAULT IN HARMLESS THEREFROM. SHOULD THE SAID PRIOR NOTE AND TRUST DEED, TRUSTOR HEREIN MAY MAKE SAID DELINQUENT PAYMENTS AND ANY SUMS SO PAID BY TRUSTOR HEREIN SHALL THEN BE CREDITED UPON THE SUMS NEXT TO BECOME DUE UPON THE NOTE SECURED BY THIS TRUST DEED.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

| | or record at req | | ANSAMERI | CA TITIE 3:42 | clock P K. | , and |
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| :his_ | 2 ² day of eccrded in Vol. | | · MOT | RTGAGES | on Pare | 12041 |
| duly r | eccrded in Vol | | Born | EVELYN BI | HN, County | Clerk |
| | FEE:\$ | 10. 50 | | | | |