TRUST DEED

THIS TRUST DEED, made this 12th day of February, 19.82, between DAN H. KINSMAN and CYNTHIA L. KINSMAN, husband and wife as Grantor, TRANSAMERICA TITLE INSURANCE COMPANY

as Beneficiary,

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

Lot 14 of Block 3 in ALTAMONT ACRES, EXCEPTING THEREFROM the Easterly 5 feet thereof, acquired by Klamath County in Deed Volume 348 at page 589, records of Klamath County, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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 of grantor herein contained and payment of the

appertaining, and the rems, issues and proms mercor and an including all of state.

PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment sum of TWENTY-TWO THOUSAND AND NO/100s----

note of even date herewith, payable to beneticiary or order and made by grantor, the linal payment of principal and interest hereof, it

note of even date herewith, payable to beneficiary or order and made by grantor, the linal payment of principal and interest hereof, if not sooner paid, to be due and payable. At Maturity

The date of maturity of the debt secured by this instrument is the date, stated above, on which the tinal 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, conveyed, assigned or alienated by the grantor without tirst having obtained the written consent or approval of the herein, shall become immediately due and payable.

The date of maturity dates expressed therein, or approval of the beneficiary.

The date of maturity dates expressed therein, or grazing purposes.

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The chosen eight of the property is not coronally used for control.

To protect the security of this rust deed, granter adversion and repair; not to get preserve and maintain rust deed, granter adversion not to commit or permit any denoting property. Or improvement thereon manner any buildings or restore I said property, or improvement thereon manner any buildings or restore I said property, or improvement thereon of the committee of the property of the pro

(a) consent to the making of any map or plat of said property; (b) join in Aranting any casement of creating any restriction thereon; (c) join any subordination on other afreement affecting this deed or the lien or charge the construction of the truthit the described in the person or perso

waive any default or notice of default hereunder or invalidate any act one pursuant to such notice.

12. Upon default by transfor in payment of any indebtedness secured hereby or in his performance of any extreement hereunder, the beneficiary may in default and performance of any proceed to foreclose this trust deed event the beneficiary at his election may proceed to foreclose this trust deed execute and cause to be recorded his written notice of default the trustee shall its the said described real in property to satisfy the obligations secured thereafted in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose this trust deed for the matter default at any time prior to live days before the date set by the ORS 86.740 may pay to the series of the further perior to live days before the date set by the trustees and proceed to foreclose this trust deed in ORS 86.740 may pay to the prior to live days before the date set by the trustees of the trustee's and, the farantor or other person so priviled by the obligation secured thereby then due under the term of the trustee's depocation of the prior to live days before the date set by the tively, entire amount then due under the terms of the trust end of the received by obligation secured thereby then due under the terms of the trust end of the received the terms of the finding costs and ms of the trust deed in cipal as would not then be due had no delault occurred, and thereby cure that can be also also before the trustee, the sale shall be held on the date and at the time and blace designated in the day place designated in the trustee and also designated in the place designated in the sale shall be held on the date and at the time and place designated.

the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may into the postoped as provided by law. The trustee may said sale may into none parcel as provided by law. The trustee may said property either in one parcel as provided by law. The trustee may said in one parcel or parcels are the parcel or parcels and shall sell the parcel or parcels at the parcel or parcels are said deliver to the burchaser level in form as required by law conveying the property so sold, but without any covenant or want of year conveying of the truthfuness thereof, any person, excluding the trustee, but including the first of the parcels of the trustee sold pursuant to the powers provided herein, trustee cluding the proceeds of sale to payment of (1) the expenses of sale, instanting the compensation of sale to payment of (1) the expenses of sale, instanting the proceeds of sale to payment of (1) the expenses of sale, instanting the compensation of the trustee and a reasonable charge by dirustee's deed as recorded liens substanting secured by the trust edd, (3) to a frustee's deed as recorded liens substanting to the interest of the trustee in the trust surplus, if any, to the grantee or to his successor in interest entitled to such

surplus, if any, to the granter or to his successor in interest entitled to such surplus.

16. For any trason permitted by law beneficiary may from time to the successor or successors to any trustee named herein or to any trustee appoint a successor truster. Upon such appointment, and without conveyance other successor truster, the latter shall be interested with all third powers and duffer successor truster, the latter shall be interested with all third powers and duffer confirment and substitution shall be made by written hereunder. Each successor truster and substitution shall be made by written and its place of court, which, "containing reference to this trust deed and its place of court, which, we containing reference to this trust deed can be supposed to the county of the counties in which edice of the County shall be conclusive proof of proper counties in which exposerty is situated, acknowledged is made a public trust when this deed, duly executed and trust of any sation or proceeding in which sale under any other deed of truster of any sation or proceeding in which sale under any other deed of shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who its 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 685.585.

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 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 leminine 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 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, (ORS 93.490) County of KLAMATH STATE OF OREGON, County of FEBRUARY 16 , 1982 Personally appeared the above named DAN..... Personally appeared H. KINSHAN & CYNTHIA L. duly sworn, did say that the former is the.....who, each being first KINSMAN 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 acknowledged the toregoing instrument to be ! THEIR (voluntary act and deed. Belgio, me: (OFFIG. (OFFICIAL) Notary Public for Oregon Before me: Notary Public for Oregon My commission expires: //- 2-82 (OFFICIAL SEAL) My commission expires: REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid., 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 trust deed have been tully paid and satisfied. For interest are directed, on payment to you of any sums owing to you under the terms of said trust deed of pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the DATED: Beneficiary De 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. on file in the office of the County Clerk of Klamath County, Orc., on. TRUST DEED Klamach County in DoestATE of oreGon FOR TO CHORM No. 681) TU TOWY VOKES EXCEPTION STATE OF UREGUN, STEVENS LAW PUB. CO. PORTLAND, ORE. THE WORLD VOKE EXCEPTION COUNTY OF Klamath SS. Krawach I certify that the within instrument was received for record on the at 11:05 o'clock A.M., and recorded SPACE RESERVED in book/reel/volume No..... M. 82...on FOR page 2005 or as document/fee/file/ THE PRECORDER'S USE DIRECTOR instrument/microfilm No. 9230 J.T.T. INSURVED COUNTRY Record of Mortgages of said County. Beneficiary 以外 AFTER RECORDING RETURN TO AK P. CHISTAM PROPERTY County affixed. Witness my hand and seal of TA-BRANCH HISTO MA

35000

Evelyn Biehn County Clerk

By Dyce Mc Quice Deputy

/Feé \$8.00