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TRUST DEED

vol. M22ros 11892

day of September , 1982 , between THIS TRUST DEED, made this 3rd day of September , 1982 , between RD G. MEILICKE and SHIRLEY M. MEILICKE, Husband and Wife, , as Grantor, EDWARD G. as Trustee, TRANSAMERICA TITLE INSURANCE COMPANY and KENNETH PRATT and LELA L. PRATT, husband and wife, , as Beneficiary, WITNESSETH:

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

Lots 181, 182, 183, 184 and 186, THIRD ADDITION TO SPORTSMAN PARK, in the County of Klamath State of Oregon

SUBJECT TO 1982/83 taxes, covenants, easements and resrictions of record, and easements apparent on the premises, the Agreement for control of the water level of the Lake recorded in Book 63, Page 459 Deed Records 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

tinal payment of principal and interest hereof, if not sooner paid, to be due and payable September 1 1987.

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's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or 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, timber or grazing purposes.

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

1. To protect, preserve and maintain said property in good condition and repair; not to remove or, demolish any building or improvement thereon; not to commit 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 thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations overannts, conditions and restrictions aldecting said property; if the beneficiary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for tiling same in the proper public office or offices, as well as the cost of all lien searchs made by filling officers or searching agencies as may be deemed desirable by the beneficiary.

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proper public office or offices, as well as as the cost of all lien searches made
by liling officers or searching agencies as may be deemed desirable by the
beneficiary or provide and continuously maintain insurance on the buildings
now or hereafter erected on the said premises against loss or damage by lire
and such other hazards as the beneficiary of the tendericary of the
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companies acceptable to the beneficiary of the beneficiary of the
policies of insurance shall be dor reason to procure any such insurance and to
if the grantor shall listly to the beneficiary at least filten days prior to the expiradeliver said policity of insurance now or hereafter placed on said buildings,
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Itural, timber or grating purposes.

(a) consent to the making of any map or plat of said property; (b) join in any fanting any easement or creating any restriction thereon; (c) join in any fanting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the line or charge subordination or other agreement allecting this deed or the line or charge france in any reconveyance may be derived on any matters or facts shall fealily entitled thereto; and the relicious thereof. Trustee's lees for any of the be conclusive proof of the structures thereof. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5.

10 Upon any the paragraph shall be not less than \$5.

11 Upon any the paragraph shall be not less than \$5.

12 In the without notice, either in person, by agent or by a receiver to be appointed by grantor the resulter, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by the same, the property of any part thereol, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attentions and profits, including those secured hereby, and in such order as beneficiary may determine.

11 The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of tire and other collection of such rents, issues and profits, or the proceeds of the and other collection or compensation or reason thereof as alloresaid, shall not cure or property, and the application or reason thereof as alloresaid, shall not cure or property, and the application or reason thereof as alloresaid, shall not cure or property or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an even property or in his performance of any

surplus, il any, to the grantor or to his successor in interest entitled to such surplus.

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or to an interest trustee appointed herein or to any successor trustee appointed herein or to any successor trustee appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed herrunder. Each such appointment and substitution shall be made by without instrument executed by beneficiary, containing reference to this trust deed instrument executed by beneficiary, containing reference to this trust deed Clerk or Recorder of the county or counties in which the property is situated, Clerk or Recorder of the county or counties in which the property is situated, Shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged in made a public record as provided by law. Trustee is not 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 hereunder 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, or the United States or any agency thereof.

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

except as above set forth

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 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, 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 or 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, use Stevens-Ness Form No. 3306, or equivalent. If compliance with the Act not required, disregard this notice. (If the signer of the above is a corporation, use the form of acknowledgment opposite.) (ORS 93.490) STATE OF OREGON, STATE OF OREGON, County of...... County of Slama September 19 Personally appeared each for himself and not one for the other, did say that the former is the Personally appeared the above named. EDWARD G. MEILICKE and president and that the latter is the SHIRLEY M. MEILICKE, husband secretary of and wife, and that the seal affixed to the foregoing instrument is the corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in beyond the said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. and acknowledged the thregoing instrument to be theft voluntary act and deed (OFFICIAL Before me: julii SEAL) Before me: Notary Public for Oregon (OFFICIAL Notary Public for Oregon My commission expires: My commission expires: REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. 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 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 Beneficiary et lese er destrey this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made. ទី ឯកឧបសម្រាប់ ស្ពាស់ ម៉ែនទីសមុខ TRUST DEED STATE OF OREGON (FORM No. 881) SS. STEVENS-NESS LAW PUB. CO., PORTLAND, ORE County of Klamath I certify that the within instru-

at. 10:52 o'clock.A.M., and recorded SPACE RESERVED Grantor in book....M82....on page 11892...or FOR as file/reel number...15350..... RECORDER'S USE Record of Mortgages of said County. Witness my hand and seal of rri ogradi Beneficiary County affixed. do cometin AFTER RECORDING RETURN TO Evelyn Biehn 2003ÅR 347 County Clerk Title

By Joyce Mc Oliver Deputy

For 13.00