

October 1982, between

4th.....day of

DEED, made this _____
 Leonard J. Fritz, Jim L. Fritz and Judy Fritz
 _____ Company

Leonard J. Fritz, Jim L. Fritz
Transamerica Title Insurance Company

Suburban Finance Company

WITNESSETH.

Grantor irrevocably grants, bargains, sells and conveys

12 and the West 68 feet of Lot 20, SUNRISE PARK

The East 2 feet of Lot 19 and the West 50
in the County of Klamath, State of Oregon

131000 000000

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-19-2008 BY 60322 UCBAW

and appurtenances and all other rights thereunto belonging or in anywise connected therewith, after attached to or used in connection with the same.

together with all and singular the tenements, hereditaments and appurtenances and all other things in anywise belonging to 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 THE OBLIGATIONS OF THE CONTRACT, THE LESSOR HAS AGREED TO ADVANCE TO THE LESSEE THE SUM OF SIXTEEN THOUSAND THIRTY ONE DOLLARS AND 80/100 (SIXTEEN THOUSAND THIRTY ONE AND EIGHTY/100) DOLLARS WITH INTEREST THEREON AT THE RATE OF FIVE PERCENT (5%) PER ANNUM, COMMENCING ON THE DATE OF THE EXECUTION OF THIS INSTRUMENT, AND TO BE PAID TO THE LESSEE IN MONTHLY INSTALLMENTS OF ONE THOUSAND TWO HUNDRED FORTY TWO DOLLARS AND 80/100 (ONE THOUSAND TWO HUNDRED FORTY TWO AND EIGHTY/100) DOLLARS, BEGINNING ON THE FIRST DAY OF JANUARY, 1991, AND CONTINUING MONTHLY THEREAFTER UNTIL THE FULL PAYMENT OF THE ADVANCE HAS BEEN MADE.

te of even date herewith, payable to beneficiary or order and made by grantor, this October 4, 1988, on which the final installment of said note is due and payable, the date, stated above, on any interest therein is sold, agreed to be secured by this instrument is the date, stated above, on any interest or approval of the beneficiary

The date of maturity of the debt secured by this instrument, or any part thereof, shall not become due and payable. In the event the within described property, or any part thereof, is sold, conveyed, assigned or otherwise disposed of, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, shall nevertheless remain in full force and effect until paid in full.

The above described real property is not currently used for agricultural, timber or grazing purposes.

To protect the security of this trust deed, grantor agrees to protect, preserve and maintain said property in good condition and to establish any building or improvement thereon.

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, regulations, orders, decrees, and restrictions affecting said property; if the beneficiary is a corporation, partnership, or other unincorporated firm, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by the beneficiary, and all fees, charges, and expenses as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the building now or hereafter erected on the said premises against loss or damage by fire, theft, vandalism, riot, civil disturbance, explosion, flood, windstorm, hail, lightning, earthquake, and all other causes as the beneficiary may from time to time require, _____, written

now or hereafter as the beneficiary of, written,
and such other hazards as \$ 16,037.80 payable to the latter;
an amount not less than \$ _____ with loss payable to the latter;
companies acceptable to the beneficiary as soon as insur
policies of insurance shall be delivered to the beneficiary as such insurance and
shall fail for any reason to procure any such insurance and
shall fail for any reason to procure any such insurance and

[illegible]

the beneficiary under any life or other insurance policy secured hereby and in such event the beneficiary upon any indebtedness secured hereby the entire amount so collected may determine, or at option of beneficiary the entire amount so collected may determine, or at option of grantor. Such application or release of any part thereof, may be released to grantor. Such application or release of any part thereof, may be released to grantor. Such application or release of any part thereof, may be released to grantor.

5. To keep said premises free from construction liens and to pay taxes, assessments and other charges that may be levied or assessed upon against said property before any part of such taxes, assessments and other charges are past due or delinquent and promptly deliver receipts therefor.

against said property, and the charges become past due or delinquent, and the grantor fail to make payment of any such charges, should the grantor fail to make payment of any such charges payable by grantor, or to beneficiary; should the grantor fail to provide for the payment of any such charges by grants, payments, insurance premiums, or by providing beneficiary with funds with which to pay such charges, by direct payment or by providing beneficiary may, at its option, make payment through the trustee of the trust, at the rate set forth in the note secured by the mortgage, in the sum of \$100,000.00, and 6 and 7/8 percent per annum, and the

make such payment, beneficially at the rate set forth in
and the amount so paid, with interest as described in paragraphs 6 and 7 of
hereby, together with the obligations described in paragraph 6 of the deed secured by
trust deed, shall be added to and become a part of the debt secured by said
trust deed, without waiver of any rights arising from breach of any covenants,
trust deed, without waiver of any rights arising from breach of any covenants,

[illegible]

6. To pay all costs, fees and expenses of this trust including the costs of such suits, and to pay the costs and expenses of the trustee in enforcing such suits, as well as the other costs and expenses of the trustee in carrying out his obligation and trustee's and attorney's fees and expenses.

7. To appear in and defend any action or proceeding brought by or on behalf of the beneficiary or trustee; and in any action or proceeding brought by or on behalf of the beneficiary or trustee may appear, in person or by counsel, and incur all costs and expenses.

action or proceeding in which the beneficiary or trustee's attorney is
any suit for the foreclosure of this deed, to pay all costs and expenses
including evidence of title and the beneficiary's or trustee's attorney's
amount of attorney's fees mentioned in this paragraph 7 in all cases
and in the event of an appeal from any judgment or order of the court

amount of attorney's fees to be paid by the grantor to be fixed by the trial court and in the event the court shall decree the trial court shall adjudge reasonable as the beneficiary's or trustee's fees on such appeal.

8. In the event that any portion or all of said property shall under the right of eminent domain or condemnation, beneficiary shall right, if it so elects, to require that all or any portion of the amount in consideration for such taking, which are in excess of the amount necessary to pay the expenses and attorney's fees necessarily incurred in the acquisition of said property, be paid to the beneficiary.

[illegible]

both in the trial and the balance of the proceedings, and the said beneficiary in such proceedings, at its own expense, to take such action as may be required to secure hereby; and grantor agrees, at its own expense, to take such action as may be required to execute such instruments as shall be necessary in obtaining a judgment, promptly upon beneficiary's request, for the payment of pension, promptly upon beneficiary's request, from time to time upon written request of beneficiary, and from time to time upon presentation of this deed and the certificate of the trustee.

9. At any time and from time to time this deed and the receipt hereunder must be

NOTE: The Trust Deed Act provides that the trustee hereunder must be an individual resident of this state, or a corporation organized under the laws of this state, or a savings and loan association authorized to do business under the laws of this state, its subsidiaries, affiliates, agents or branches, the

property of this state, and



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 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.)

(ORS 93.490)

STATE OF OREGON,

County of Klamath

October 4, 19 82

ss.

Personally appeared the above named

Leonard J. Fritz, Jim L. Fritz
and Judy Fritz

STATE OF OREGON, County of _____ ss.

Personally appeared _____

and

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:

(OFFICIAL SEAL)

Before me:

Notary Public for Oregon

My commission expires: 5-11-88

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

REQUEST 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 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:

19

Beneficiary

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.

TRUST DEED

(FORM No. 881)
STEVENS-NESS LAW PUBL. CO., PORTLAND, ORE.

Leonard J. Fritz, Jim L. Fritz
and Judy Fritz

Grantor

Suburban Finance Company

Beneficiary

AFTER RECORDING RETURN TO

Suburban Finance Company
3928 S. 6th
Klamath Falls, Ore 97601

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instrument was received for record on the 11 day of Oct, 19 82 at 11:05 o'clock A.M., and recorded in book/reel/volume No. M82 on page 3506 or as document/tee/file/instrument/microfilm No. 16246, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

NAME

TITLE

Deputy

Deputy

Fee \$8.00