TRUST DEED

THIS TRUST DEED, made this 6th day of December 1982, between RICHARD QUIRK and GLORIA J. HOOPII, not as tenants in common, but with rights of Survivorship

as Grantor, TRANSAMERICA TITLE INSURANCE COMPANY

EDWARD L. KOLLMAR and PHYLLIS KOLLMAR, husband and wife, with rights of survivorship

as Beneficiary,

TN-1

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

Lot 27, VILLA ST. CLAIR, in the County of Klamath, State of Oregon.

THIS TRUST DEED IS AN ALL-INCLUSIVE TRUST DEED AND IS BEING RECORDED JUNIOR AND SECOND TO A FIRST MORTGAGE IN FAVOR OF UNITED STATE NATIONAL

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF. BANK.

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

sum of TWENTY TWO THOUSAND AND NO/100s-----

becomes due and payable.

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

not sooner paid, to be due and payable __at maturity

The date of maturity of the debt secured by this instrument is becomes due and payable.

The chove described real property is not currently used for egricult realized to the control of the con

(a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any stanting any easement or creating any restriction thereon; (c) join in any subordination or other afreement affecting this deed or the lien or charge subordination or other afreement affecting this deed or the lien or charge stanting and the recital stanting as the "person or persons grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or lacts shall legally entitled thereto, and the recitals therein of any matters or lacts shall be conclusive proof of the truthuliness therein of any matters or lacts shall be conclusive proof of the truthuliness thereof. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5.

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pursuant to such notice.

hereby or in his performance of any agreement hereunder, the beneficiary make declare all sums secured hereby immediately due and payable. In such any event the beneficiary at his election may proceed to foreclose this trust deed by the declare all sums secured hereby immediately due and payable. In such any event the beneficiary at his election may proceed to foreclose this trust deed by the quity as a montfact or direct the trustee to foreclose this trust deed by a devertisement and sale. In the latter event the beneficiary or the trustee shall advertisement and sale for the coorded his written notice of default and his election to sell the said described real property to satisfy the obligations secured to the said described real property to satisfy the obligations secured thereby, whereupon the trustee shall its the time and place of sale, give notice therefore as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 36.740 to \$6.795.

13. Should the beneficiary elect to foreclose by advertisement and sale

the manner provided in ORS 36.740 to 36.795.

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's sale, the frantor or other person so privileged by the Company of the trustee's sale, the frantor or other person so privileged by the trustee for the trustee's sale, the frantor or other person so privileged by the trust deed and the the tentire amount them due under the terms of the trust deed and the trively, the entire amount them due under the terms of the trust deed and the relation of the priority of the priority of the priority of the terms of the obligation and trustee's and attorney tes not executing the amounts provided by law) other than such portion of the priority of the priority of the priority of the default, in which event all foreclosure proceedings shall be dismissed by the tellurate.

the default, in which event all loreclosure 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 place designated in the notice of sale or the time to which said sale may the postponed or in separate parcels and sale sell the parcel or parcels in one parcel or highest bidder for cash, papatle at the parcel of sale. Trustee naution to the highest bidder for cash, papatle at the time of sale. Trustee saled in the sale of the property of sold, but without any covenant or warranty, express or mether property of sold, but without any covenant or warranty, express or mother property of sold, but without any covenant or warranty, express or mother property of sold, but without any covenant or warranty, express or mother property of sold, but without any covenant or warranty, express or mother trustentials in the deed of any matters of lact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including of the trustee least payment of (1) the expenses of sale, instant shall be proceeds of sale to payment of (1) the expenses of sale, instant payment of the trustee and a reasonable charge by trustee at the sale to payment of (1) the expenses of sale, instanting, (2) to the obligation secured by the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons attorney, (2) to the obligation of the deed of their priority and (4) the surplus, it any, to the granter or to his successor in interest entitled to surplus, it any, to the granter or to his successor in interest entitled to

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

16. For any reason permitted by law beneliciary may from time to the property of the successor or successors for any trustee named herein or to any successor trustee appointed hereunder. Upon such 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 conterred upon any trustee in amed or appointed hereunder. Each such appointment and substitution shall be made by written hereunder terecured by beneliciary, containing terecure to this trust deed and its place of record, which, when recorded 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 is made a pulie 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 not be used to insure title to real or savings and loan association authorized to do business under the laws of Oregon or the United States, or all le insurance company authorized to do business under the laws of Oregon or any agency thereof, or an extraw agent licensed under ORS 696.505 to 696.505.

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.

 (a)* primarily for grantor's personal, family, househing (b) for an organization, or (even if grantor is a nature) 	represented by the above described note and this trust deed are: old or agricultural purposes (see Important Notice below), ural person) are for business or commercial purposes other than agricultural
This deed applies to, inures to the benefit of and be tors, personal representatives, successors and assigns. The te contract secured hereby, whether or not named as a benefici- masculine gender includes the ferminine and the neuter, and	oinds all parties hereto, their heirs, legatees, devisees, administrators, execu- erm beneficiary shall mean the holder and owner, including pledgee, of the ary herein. In construing this deed and whenever the context so requires, the I the singular number includes the plural.
IN WITNESS WHEREOF, said grantor has	s hereunto set his hand the day and year first above written.
* IMPORTANT NOTICE: Delete, by lining out, whichever warranty not applicable; if warranty (a) is applicable and the beneficiary as such word is defined in the Truth-in-Lending Act and Regulation by make beneficiary MUST comply with the Act and Regulation by make disclosures; for this purpose, if this instrument is to be a FIRST little purchase of a dwelling, use Stevens-Ness Form No. 1305 of if this instrument is NOT to be a first lien, or is not to finance of a dwelling use Stevens-Ness Form No. 1306, or equivalent.	dation Z, the day required at the purchase
(If the signer of the above is a corporation,	93.490)
STRATE OF OREGON	STATE OF OREGON, County of
county of Klamath	, 19
ecember / 19 00	Personally appeared and
Personally appeared the above named	duly sworn, did say that the former is the
Richard Churk and	president and that the latter is the
Gorial Vi Hoopii	secretary of
3.00	a corporation, and that the seal affixed to the foregoing instrument is the
E CONTACTA CARROLLE BURGE	and that the institution and that the institution was signed and
and acknowledged the toregoing instru-	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
ment to be voluntary act and deed.	and deed.
Betara mei	Before me:
(OFFICIAL Warlene Addington	(OFFICIAL
Notary Public for Oregon	Notary Public for Olegon SEAL)
My commission expires: 3-22-85	My commission expires:
REQUI	EST FOR FULL RECONVEYANCE
To be used o	only when obligations have been paid.
<i>TO</i> :	Trustee .
trust deed have been fully paid and satisfied. You necesy said trust deed or pursuant to statute, to cancel all evide herewith together with said trust deed) and to reconvey, wi estate now held by you under the same. Mail reconveyance	indebtedness secured by the toregoing trust deed. All sums secured by said are directed, on payment to you of any sums owing to you under the terms of ences of indebtedness secured by said trust deed (which are delivered to you ithout warranty, to the parties designated by the terms of said trust deed the e and documents to
DATED:, 19	
	Beneficiary
	and the same as a second of the second of th
Do not lose or destroy this Trust Doed OR THE NOTE which it sec	ures. Both must be delivered to the trustee for cancellation before reconveyance will be made.
BYZS'	
TRUST DEED	STATE OF OREGON, SS
(FORM No. 881-1)	County of
STEVENS NESS LAW PUB. CO., PORTLAND, ORE.	I certify that the within instru- ment was received for record on the
The state of the s	day of
A STATE OF THE STA	at o'clock M., and recorded
	SPACE RESERVED in Dook/reel/volume Noor
Grantor	FOR pageor as document/fee/file,
- STEATANERS CO.	RECORDER'S USE instrument/microfilm No.
Printed to remain and builting	Record of Mortgages of said County
Beneticiary	
[[m. j. j. j. m. j. m.	Witness my hand and seal o
AFTER RECORDING RETURN TO	Witness my hand and seal of County affixed.

THIS DEED OF TRUST IS AN "ALL INCLUSIVE TRUST DEED" AND IS SECOND AND SUBORDINATE TO THE MORTGAGE NOW OF RECORD DATED DECEMBER 8, 1978, AND RECORDED DECEMBER 12, 1978 IN BOOK M-78 AT PAGE: 27856 IN THE OFFICIAL RECORDS OF KLAMATH COUNTY, IN FAVOR OF UNITED STATES NATIONAL BANK, AS MORTGAGEE, WHICH SECURES THE PAYMENT OF A NOTE THEREIN MENTIONED. EDWARD L. KOLLMAR AND PHYLLIS K. KOLLMAR, HUSBAND AND WIFE, BENEFICIARY HEREIN AGREES TO PAY, WHEN DUE, ALL PAYMENTS DUE UPON THE SAID PROMISSORY NOTE IN FAVOR OF UNITED STATES NATIONAL BANK, AND WILL SAVE TRUSTORS HEREIN, RICHARD QUIRK AND GLORIA J. HOOPII, HARMLESS THEREFROM. SHOULD THE SAID BENEFICIARY HEREIN DEFAULT IN MAKING ANY PAYMENTS DUE UPON SAID PRIOR NOTE AND MORTGAGE, 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.	
Filed for record .	7	35
his 8 day of Dec.	A. D. 10 <u>82</u> at_	o'clack P N., and
duly recorded in Vol. M82	, of Mtge	on Page <u>1739</u> 5
Fee \$12.00	C EV.LY	N BIEHA County:
Se use comer	V-7	