THIS TRUST DEED, made this day of find 1983, between

as Grantor, Market All Managage North BETH ARONOFF

....., as Trustee, and

CARTER-JONES COLLECTION SERVICE, INC.

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

Lots 20 and 21, Block 3, STEWART ADDITION, in the County of Klamath, State of 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

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

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 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. It is become immediately due and payable, herein, shall become immediately due and payable.

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

The createst the security of this trust dead departs advantaged.

The above described real property is not currently used for agricult 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 complete or restore promptly and in good and workmanlike To the 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, covenants, conditions and restrictions allecting said property: if the beneficiary so requests, to the financing statements pursuant to the Unitom Commercian in executing such linancing statements pursuant to the Unitom Commercian or the beneficiary may require and to pay for tilling same in the cial Code as the beneficiary may require and to pay lot tilling same in the proper public officer or offices, as well as the cost of all lien searches made by filling officers or searching agencies as may be dremed desirable by the beneficiary.

join in executing such linancing statements pursuant to the Uniform Committee of Code as the beneficiary may see that the proper public office or searching ascencies as may be deemed desirable by the py fifting offices or searching ascencies as may be deemed desirable by the beneficiary. To provide and continuously maintain insurance on the buildings beneficiary. To provide and continuously maintain insurance on the buildings of the part of provided the part of part of

ural, timber or grazing purposes.

(a) consent to the making of any map or plat of said property: (b) join in grazing any easement of creating any restriction therein; (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 subordination or other agreement allecting this deed or the line or charge subordination or other agreement allecting this deed or the property. The thereof; (d) reconvey, without warranty, all or any part of persons or persons grantee in any reconstruction, and the process there no any on allections with the property of the conclusive proof of the truthfulness thereof. Trustee fees for any of the conclusive proof of the truthfulness thereof. Trustee fees for any of the services mentioned in this paradgraph shall be not less than \$5.

services mentioned in this paradgraph shall be not less the servicity may at any 10. Upon any detault by grantor hereunder, beneficiary may at any 10. Upon any detault by grantor hereunder, beneficiary may at any 10. Upon any detault by grantor hereunder, beneficiary may at any 10. The persons of the adequate of any security for the indebtedness hereby carried, enter upon and taking possession of any security for new part the substance of operation and collection, including the same, resistent and indebtedness secured hereby, and in such order as beneficiary may determine, upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of the and other insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or saids for any taking or damage of the insurance policies or compensation or saids for any taking or damage of the proceeds of the application or release thereof as duresaid, shall not cure or wards for any taking or damage of the proceeds of the application or release thereof as duresaid, shall not cure or wards for any taking or damage of the pr

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

12 Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such devent the beneficiary at his election may proceed to foreclose this trust deed event the beneficiary at his election may proceed to foreclose this trust deed with the sum fortake or direct the trustee to foreclose this trust deed advertisement and sale. In the latter event the beneficiary or the trustee shall advertisement and sale. In the latter event the beneficiary or the trustee shall to sell the said described real property to satisfy the obligations venture hereby, whereupon the trustee shall its the time and place of sale, green the hereby as then required by law and proceed to foreclose this trust deed in the real property of the sale of the trustees sale, the grantor or other person so privileged by trustee for the trustees sale, the grantor or other person so privileged by trustee for the trustees sale, the grantor or other person so privileged by obligation secured thereby (including costs and expenses actually incurred in obligation the terms of the obligation and trustees and attorneys lees not exceeding the amounts provided by law) other than such portion of the privilege default, in which event all foreclosure proceedings shall be dismused by law place elegionated in the matter of and at the time and place elegionated in the matter of and a proper decidency to the place elegionated in the matter of and a place of the place elegionated in the matter of and the held on the date and at the time and place elegionated in the matter of and the place elegionated in the matter of any place elegionated in

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 be postponed as in separate parcels and shall sell the parcel or parcels at in one parcel or inseparate parcels and shall sell the parcel or parcels at in one parcel or highest bidder for cash, payable at the time of sale. Trustee auction to the purchaser its deed in many covernant or sequired by law conveying shall deliver to the purchaser its deed in warranty, express or parcel of the property so sold, but without any covernant or warranty, express or pied. The recitals in the deed of any matters of fact shall be conclusive proof of the trustfulness thereof. Any person, excluding the trustee, but including of the trustfulness thereof. Any person, excluding the trustee, but including the family of the sale in the powers provided herein, trustee 15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, install apply the proceeds of sale to payment of the powers provided herein, trustee cluding the compensation of the trustee and reasonable charge by trustees cluding the compensation of the trustee and reasonable charge by trustees after interest of the trustee in the trust deed (3) to all person attorney. (2) to the powers payer in the order of their priority and (4) the deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the granter 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.

surplus, if any, to the granter 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 to successor to successor to successor to successor to successor trustee appointment, and without successor trustee appointment. And without conveyance to the successor trustee, the latter shall be vested with all title powers and duties conferred upon any trustee shall be vested with all title powers and duties conferred upon any trustee herein named or appointment hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, containing iterative to this trust deed instrument executed by beneficiary, containing the olice of the Count and its place of rood, which, when recorded the thought of the Count (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 or solvings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to do business under the laws of Oregon or the United States, at title insurance company authorized to do business under the laws of Oregon or the United States, at title insurance company authorized to do business under the laws of Oregon or the United States, at title insurance company authorized to do business under the laws of Oregon or the United States, at title insurance company authorized to do business under the laws of Oregon or the United States, at title insurance company authorized to do business under the laws of Oregon or the United States, at title insurance company authorized to do business under the laws of Oregon or the United States, at title insurance company authorized to do business under the laws of Oregon or the United States, at title insurance company authorized to do business under the laws of Oregon or the United States or any agency thereof, or an excraw agent licensed under ORS 696 535 to 696.585.

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 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 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. wen 6. Lunces VIVIEN JOHNSON (If the signer of the above is a corporation, use the form of acknowledgment apposite.) STATE OF OREGON, STATE OF OREGON, County of KLAMATH County of , 19 83 June 7 Personally appeared Personally appeared the above named who, each being first Vivien E. Johnson 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 acknowledged the foregoing instrua true ment to be voluntary act and deed. and deed. ٠:: Before me Before me: Notary Public for Oregon COPFICIAL SEAL) (OFFICIAL Notary Public for Oregon SEAL) My commission expires: 2-24-84 My commission expires: REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been poid. . Trustee TO: 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 Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be made TRUST DEED STATE OF OREGON, (FORM No. 881) NESS LAW PUB. CO., PORTLAND, ORE ss. County of Klamath I certify that the within instrument was received for record on the 1983 9th day of June at 11:33 o'clockA M., and recorded SPACE RESERVED in book reel volume No. M83 Grantor on FOR page. 9027 ... or as document fee/file/ RECORDER'S USE instrument/microfilm No. 24401 ...... Record of Mortgages of said County.

Witness my hand and seal of County affixed.

....Evelyn Biehn County Clerk By All Sewis Deputy