

TRUST DEED

as Grantor, TRANSAMERICA TITLE INSURANCE CO., as Trustee, and
JOHN L. KLOIBER and BEULAH M. KLOIBER, husband and wife with the
right of survivorship
 as Beneficiary, WITNESSETH.

WITNESSETH:

as Beneficiary,

WITNESSETH:

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

The Southerly 50 feet of Lots 5 and 6, Block 19, HOT SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS, 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 sum of TWENTY-ONE THOUSAND and NO/100 Dollars, with interest thereon according to the terms of a promissory note of the grantor to the grantee, the final payment of principal and interest hereof, it

note of even date herewith, payable to beneficiary or order and dated 19____, at maturity

note of even date herewith, payable to beneficiary or _____, 19____, at maturity _____, 19____, or not sooner paid, to be due and payable _____ at maturity _____, 19____, 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, 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.

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

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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.

not to commit or permit any waste of said property, 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 affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code, as the beneficiary may require and to pay or fund same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To continuously maintain insurance on the buildings

by filing officers or securing a license to provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$10,000.00. Insurance value. The beneficiary, written in and accepted by the beneficiary, with loss payable to the latter; all companies acceptable to the beneficiary to the beneficiary as soon as insured; policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and so deliver said policies to the beneficiary at least fifteen days prior to the time the grantor delivers said policies to the beneficiary placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary carry upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary, the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep each beneficiary free from construction liens and to pay all act done pursuant to such notices, the grantor shall pay, assessments and other taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to the beneficiary; should the grantor fail to make such payments of any taxes, assessments, insurance premiums, or other charges payable by grantor, either by direct payment or by tendering beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment therefor and the amount so paid, with interest at the rate set forth in the trust deed, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights existing from breach of any of the covenants hereof and for such payment, with interest as aforesaid, the provisions hereinbefore described shall be binding on the grantor; shall be bound to pay; hereinbefore described are bound for the payment of the obligations herein same extent that all such payments shall be immediately due and payable with described, and all such payments shall be immediately due and payable with out notice, and the nonpayment thereof shall, at the option of the beneficiary, constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust including fees of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

To appear in and defend any beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the enforcement of this deed, to pay all costs and expenses, including attorney's fees, incurred by the beneficiary or trustee in connection with the prosecution of the deed, and in any suit for the enforcement of title and the beneficiary's or trustee's interest therein. In all cases the amount of attorney's fees mentioned in paragraph 7 in all cases shall be fixed by the trial court and the grantor further agrees to pay such sum as the trial court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness of beneficiary in such proceedings. If grantor agrees, at its own expense, to take such action and execute such instruments as shall be necessary in obtaining such compensation, it shall promptly upon beneficiary's request, execute and deliver the same.

(c) consent to the making of any map or plat of said property; (d) join in any granting any easement or creating any restriction thereon; (e) join in any subordination or other agreement affecting all or any part of the property. The grantee in the foregoing recitals may be described as the "person or persons" referred to in the preceding paragraph. The foregoing recitals shall constitute conclusive proof of the truthfulness thereof. Trust fees for any services mentioned in this paragraph shall be less than \$5.

The trust created hereby shall be irrevocable. The trustee shall have no power to assign, convey, mortgage, hypothecate, encumber, lease, alienate, or otherwise dispose of the trust property. The beneficiary may at any

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, or by agent, enter upon and take possession of said property for the purpose of enforcing the adequacy of any security for the indebtedness secured hereby, and in such case may sue or otherwise enforce the same, and apply the same, issues and profits, including those past due or otherwise, to the satisfaction of the indebtedness secured hereby, and in such case 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 fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or 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 heretofore made, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary, secured hereby, may proceed to foreclose this trust deed by instituting a suit in equity to foreclose the same, or the trustee shall sell the mortgaged or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the trustee shall give notice of the advertisement and sale. In the latter event the trustee shall execute and cause to be recorded a deed conveying the property to the beneficiary to sell the said described real property to satisfy the obligations secured hereby. Thereafter the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to do, foreclose by advertisement and sale.

13. Should the beneficiary elect to foreclose by advertisement and sale in the manner provided in ORS 86.740 to 86.795, then after default at any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by ORS 86.760, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed, including costs and expenses of the foreclosure, and the attorney's fees not exceeding the terms of the obligation and any other than such portion of the principal amounts provided for in the deed had no default occurred, and thereby cure 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 provided by law. The trustee may sell the parcel or parcels at in a parcel or in separate parcels and shall sell the said parcel or parcels at auction to the highest bidder for cash, and in form as required by law conveying shall deliver to the purchaser without any covenant or warranty, express or implied. The recipient of the deed of any matters of fact shall be conclusively presumed to be the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale as provided herein, trustee

[illegible]

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 any successor trustee appointed hereunder. The latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by a written instrument executed by beneficiary, containing a reference to this trust deed and its place of record, which, when recorded in the office of the County 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 is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending or intended under any other deed of trust or of any action or proceeding in which the 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, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 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 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.)

STATE OF OREGON,
County of Klamath } ss.
July 27, 1983
Personally appeared the above named
Evelyn C. Lakkari &
Kathleen B. Lakkari

and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me:
Susan C. Patzke
Notary Public for Oregon
My commission expires: 11-2-86

STATE OF OREGON, County of _____) ss.
_____, 19_____.
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:

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

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.
COUNTY OF _____
GRANTOR _____
BENEFICIARY _____
AFTER RECORDING RETURN TO
TA-Bue
58303

STATE OF OREGON,
County of Klamath } ss.
I certify that the within instrument was received for record on the 28 day of July, 1983 at 11:00 o'clock AM, and recorded in book/reel/volume No. M83 on page 12278 or as fee/file/instrument/microfilm/reception No. 26307 Record of Mortgages of said County.
Witness my hand and seal of County affixed.
Evelyn Biehn, County Clerk
By Susan Patzke Deputy
8.00 fee